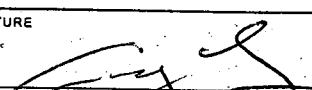


03-920-CD

DAIMLER CHRYSLER SERVICES N. A. vs. REISING TRUCKING ENTERPRISES

Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

PLAINTIFF'S NAME <b>Daimler Chrysler Services North America LLC</b>		DEFENDANT'S NAME <b>Reising Trucking Enterprises, Inc.</b>									
PLAINTIFF'S ADDRESS <b>1011 Warrenville Road Lisle, IL 60532</b>		DEFENDANT'S ADDRESS <b>Rd 2, Box 200 946 Nebo Road Maheffey, Pennsylvania 15757</b>									
PLAINTIFF'S NAME		DEFENDANT'S NAME									
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS									
PLAINTIFF'S NAME		DEFENDANT'S NAME									
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS									
TOTAL NUMBER OF PLAINTIFFS <b>1</b>	TOTAL NO. OF DEFENDANTS <b>1</b>	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions									
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Arbitration  <input type="checkbox"/> Jury  <input checked="" type="checkbox"/> Non-Jury  <input type="checkbox"/> Other: _____         </div> <div> <input type="checkbox"/> Mass Tort  <input type="checkbox"/> Savings Action  <input type="checkbox"/> Petition         </div> <div> <input type="checkbox"/> Commerce  <input type="checkbox"/> Minor Court Appeal  <input type="checkbox"/> Statutory Appeals         </div> <div> <input type="checkbox"/> Settlement  <input type="checkbox"/> Minors  <input type="checkbox"/> W/D/Survival         </div> </div>										
CASE TYPE AND CODE (SEE INSTRUCTIONS)  <b>1 C Contract</b>											
STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)											
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)  <b>None</b>			IS CASE SUBJECT TO COORDINATION ORDER?  <table style="width:100%; border: none;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: Papers may be served at the address set forth below.											
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY <b>Craig H. Lyons, Esquire</b>		ADDRESS (SEE INSTRUCTIONS) <b>Lyons, Doughty &amp; Veldhuis, P.C. 1288 Rt. 73, Ste. 310 P.O. Box 1269 Mount Laurel, NJ 08054</b>									
PHONE NUMBER <b>856-802-1488</b>	FAX NUMBER <b>856-802-2801</b>	E-MAIL ADDRESS <b>craig1@ldvlaw.com</b>									
SUPREME COURT IDENTIFICATION NO. <b>88826</b>		DATE <b>6/29/03</b>									
SIGNATURE 		DATE									

## Instructions for Completing Civil Cover Sheet

Rules of Court require that a Civil Cover Sheet be attached to any document commencing an action (whether the action is commenced by Complaint, Writ of Summons, Notice of Appeal, or by Petition). The information requested is necessary to allow the Court to properly monitor, control and dispose cases filed. A copy of the Civil Cover Sheet must be attached to service copies of the document commencing an action. The attorney or non-represented party filing a case shall complete the form as follows:

### A. Parties

#### i. Plaintiffs/Defendants

Enter names (last, first, middle initial) of plaintiff, petitioner or appellant ("plaintiff") and defendant. If the plaintiff or defendant is a government agency or corporation, use the full name of the agency or corporation. In the event there are more than three plaintiffs and/or three defendants, list the additional parties on the Supplemental Parties Form. Husband and wife are to be listed as separate parties.

#### ii. Parties' Addresses

Enter the address of the parties at the time of filing of the action. If any party is a corporation, enter the address of the registered office of the corporation.

#### iii. Number of Plaintiffs/Defendants: Indicate the total number of plaintiffs and total number of defendants in the action.

### B. Commencement Type: Indicate type of document filed to commence the action.

### C. Amount in Controversy: Check the appropriate box.

### D. Court Program: Check the appropriate box.

### E. Case Types: Insert the code number and type of action by consulting the list set forth hereunder. To perfect a jury trial, the appropriate fees must be paid as provided by rules of court.

#### Proceedings Commenced by Appeal

##### Minor Court

- 5M Money Judgment
- 5L Landlord and Tenant
- 5D Denial Open Default Judgment
- 5E Code Enforcement
- Other:

##### Local Agency

- 5B Motor Vehicle Suspension - Breathalyzer
- 5V Motor Vehicle Licenses, Inspections, Insurance
- 5C Civil Service
- 5K Philadelphia Parking Authority
- 5Q Liquor Control Board
- 5R Board of Revision of Taxes
- 5X Tax Assessment Boards
- 5Z Zoning Board
- 52 Board of View
- 51 Other:

##### Other:

#### Proceedings Commenced by Petition

- 8P Appointment of Arbitrators
- 8C Name Change - Adult
- 8L Compel Medical Examination
- 8D Eminent Domain
- 8E Election Matters
- 8F Forfeiture
- 8S Leave to Issue Subpoena
- 8M Mental Health Proceedings
- 8G Civil Tax Case - Petition
- Other:

#### Actions Commenced by Writ of Summons or Complaint

##### Contract

- 1C Contract
- 1T Construction
- 1O Other:

##### Tort

- 2B Assault and Battery
- 2L Libel and Slander
- 4F Fraud
- 1J Bad Faith
- 2E Wrongful Use of Civil Process
- Other:

##### Negligence

- 2V Motor Vehicle Accident
- 2H Other Traffic Accident
- 1F No Fault Benefits
- 4M Motor Vehicle Property Damage
- 2F Personal Injury - FELA
- 2O Other Personal Injury
- 2S Premises Liability - Slip & Fall
- 2P Product Liability
- 2T Toxic Tort
- T1 Asbestos
- TZ DES
- T2 Implant
- 3E Toxic Waste
- Other:

##### Professional/Malpractice

- 2D Dental
- 4L Legal
- 2M Medical
- 4Y Other:

##### 1G Subrogation

##### Equity

- E1 No Real Estate
- E2 Real Estate
- 1D Declaratory Judgment
- M1 Mandamus

##### Real Property

- 3R Rent, Lease, Ejectment
- Q1 Quiet Title
- 3F Mortgage Foreclosure
- 1L Mechanics Lien
- P1 Partition
- Prevent Waste
- 1V Replevin

##### 1H Civil Tax Case - Complaint

##### Other:

### F. Commerce Program

Commencing January 3, 2000 the First Judicial District instituted a Commerce Program for cases involving corporations and corporate law issues, in general. If the action involves corporations as litigants or is deemed a Commerce Program case for other reasons, please check this block AND complete the information on the "Commerce Program Addendum". For further instructions, see Civil Trial Division Administrative Docket 01 of 1999.

### G. Statutory Basis for Cause of Action

If the action is commenced pursuant to statutory authority ("Petition Action"), the specific statute must be identified.

### H. Related Pending Cases

All previously filed related cases, regardless of whether consolidated by Order of Court or Stipulation, must be identified.

### I. Plaintiff's Attorney

The name of plaintiff's attorney must be inserted herein together with other required information. In the event the filer is not represented by an attorney, the name of the filer, address, the phone number and signature is required.

The current version of the Civil Cover Sheet may be downloaded from the FJD's website

<http://courts.phila.gov>

LYONS, DOUGHTY & VELDHUIS, P.C.

Craig H. Lyons

PA. I.D. NO. 88826

1288 Route 73, Suite 310

P.O. Box 1269

Mt. Laurel, New Jersey 08054

Telephone: 856-802-1488

ATTORNEYS FOR PLAINTIFF

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

Daimler Chrysler Services North  
America, LLC

Plaintiff,

v.

Reising Trucking Enterprises, Inc.

Defendant(s).

NO. 03-920-CD

COMPLAINT - CIVIL ACTION

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

FILED

JUN 23 2003

William A. Shaw  
Prothonotary

LYONS, DOUGHTY & VELDHUIS, P.C.  
Craig H. Lyons, Esquire  
PA. I.D. NO. 88826  
1288 Route 73, Suite 310  
P.O. Box 1269  
Mt. Laurel, New Jersey 08054  
Telephone: 856-802-1488

ATTORNEYS FOR PLAINTIFF,  
DAIMLERCHRYSLER SERVICES NORTH  
AMERICA, LLC

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

DAIMLERCHRYSLER SERVICES NORTH	:	
AMERICA, LLC	:	
1011 Warrentown Road	:	
Lisle, IL 60532	:	
	:	
Plaintiff,	:	
	:	NO.
	:	
v.	:	COMPLAINT
	:	
REISING TRUCKING ENTERPRISES, INC.	:	
RD 2, Box 200	:	
946 Nebo Road	:	
Mahaffey, Pennsylvania 15757	:	
	:	
Defendant.	:	
	:	
	:	

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Plaintiff, DaimlerChrysler Services North America LLC , by  
way of Complaint, avers as follows:

1. On October 15, 1999, defendant entered into a Lease, a  
copy of which is attached hereto as Exhibit A.

T/03-00371-0/JMG

2. The lessor assigned the lease (Exhibit A) by written assignment to plaintiff, a copy of which written assignment appears on Exhibit A.

3. The defendant defaulted in the payments due under the lease.

4. As a result of the default in payments, the entire unpaid balance, at the election of the plaintiff, became due and payable, together with attorney fees provided in the lease. Proceeds of the recovered collateral have been applied.

5. The balance due after taking into account all credits and charges to the account is \$22,785.44.

6. Under the lease (Exhibit "A"), if plaintiff employs an attorney to collect the account, plaintiff may recover from debtor its attorney's fees and expense to the extent permitted by applicable state law.

7. Plaintiff submits that Pennsylvania law would permit an attorney's fee of 20% of the unpaid balance as a reasonable attorney's fee. Thus, plaintiff seeks \$4,557.09 in attorney's fees, plus costs to be taxed.

8. Pursuant to the terms of the lease, plaintiff is also entitled to receive interest on the balance due. Interest has been accruing at the lease rate of 18% since the date of the sale of the collateral.

WHEREFORE, plaintiff demands that judgment be entered against the defendant, Reising Trucking Enterprises, Inc. for \$22,785.44, together with attorney's fees in the amount of \$4,557.09, plus interest and costs.

LYONS, DOUGHTY & VELDHUIS, P.C.  
Attorneys for Plaintiff

DATED: 6/19/03

BY: 

Craig H. Lyons  
PA. I.D. NO. 88826

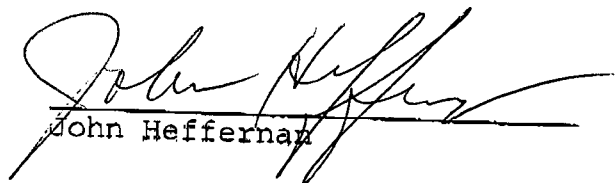
T/03-00371-0

VERIFICATION

I verify that the facts set forth in this Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.

I am authorized to make this verification on behalf of DaimlerChrysler Services North .

DATED: 6/9/03

  
John Heffernan

T/03-00371-0  
May 16, 2003  
QCC.frm





Mercedes-Benz  
Credit Corporation

Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

66723-0001

01-200-58033-01-20001

**LESSOR - LESSEE**

Lessor's Name: FYDA FREIGHTLINER YOUNGSTOWN, INC.

Street Address: 5260 Seventy-Six Dr

City: Youngstown State: OH. Zip: 44515

Lessee's Name: REISING TRUCKING ENTERPRISES, INC.

Street Address: RD 2 BOX 200

City: MAHAFFEY State: PA. Zip: 15757



This Lease Agreement (hereinafter "Lease") is entered into on the 15th day of October, 1999, by and between the Lessor named above (hereinafter "Lessor") and the Lessee named above (hereinafter "Lessee").

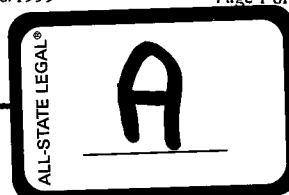
1. **EQUIPMENT LEASED.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor each item of equipment described in each Schedule now or hereafter executed pursuant to this Lease, together with any attachments or accessories now or hereafter incorporated in or attached to said equipment (hereinafter "Equipment").

It is hereby agreed that additional Equipment may be leased hereunder by the execution of additional Schedules by Lessor and Lessee. Each such Schedule, when so executed, shall constitute a separate Lease of the Equipment described therein. Except as specifically modified in any Schedule, all of the terms and conditions of this Lease shall govern the rights and obligations of Lessee and Lessor with respect to the Equipment described in the Schedules. Whenever reference is made herein to "this Lease" or "the Lease" it shall be deemed to include all Schedules now or hereafter executed under this Lease.

2. **TERM.** This Lease shall commence on the delivery date stated on the applicable Schedule(s) and shall continue until all rental payments as hereinafter described, and all of Lessee's other obligations hereunder, have been satisfied in full by Lessee.
3. **RENTAL.** Lessee agrees to pay Lessor monthly payments in an amount and for the term indicated in the Schedule(s) without reduction or set off for any reason, except as otherwise provided in this Lease.

The first payment shall be due on the date stated in the Schedule(s).

4. **LATE CHARGE; DISHONORED CHECKS.** In the event Lessee fails to pay in full any rental payment, or any other sum required to be paid hereunder by Lessee, within ten (10) days of its due date, Lessor may, without declaring Lessee to be in default, charge Lessee an amount equal to five percent (5%) of such past due amounts or the maximum allowed by applicable state law. In addition, Lessor may collect from Lessee a fee for dishonored checks. Such fee shall not exceed \$35 or the maximum amount permitted by applicable law. The imposition of such a charge by Lessor shall in no way alter Lessor's right to additionally or subsequently declare Lessee to be in default or to exercise any of its remedies under this Lease.
5. **FEES AND TAXES.** Lessee agrees to pay when due all fees, sales and use taxes, duties, assessments, highway use taxes, or other taxes and charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Lessor (excluding Lessor's net income, franchise and business and occupation taxes), and shall supply Lessor with proof of payment upon written demand therefor by Lessor.
6. **INSURANCE.** With respect to the Equipment, Lessee shall provide and maintain, at its own expense, public liability insurance for bodily injury or death and property damage insurance with an aggregate limit of not less than \$750,000 per occurrence, or such other higher limit as may be required by law.





Lessee shall also provide and maintain, at its own expense, collision and upset insurance with a deductible of not more than \$2,500, and fire, theft and combined additional insurance with a deductible of not more than \$2,500.

All insurance required herein shall protect Lessor and Lessee as their interests may appear. All insurance required to be provided by Lessee shall designate Lessor as an additional insured and loss payee and shall, by the terms of the policies or appropriate endorsements thereto: (a) be primary to, and in no respect excess or contributory to or contingent upon, any liability insurance provided by Lessor; (b) waive any right of subrogation against Lessor; (c) provide that all liability insurance shall first be applied against any claim against Lessor; (d) provide that all insurance proceeds are to be paid directly to Lessor in respect of any damage to the Equipment; and (e) provide that coverage may not be changed, altered or canceled by the issuing insurance company without twenty (20) days prior written notice to Lessor.

All insurance required herein to be provided by Lessee shall be placed with an insurance company acceptable to and approved by Lessor. Lessor shall be provided with certificates of insurance (or other document(s) acceptable to Lessor) evidencing the insurance coverage required herein and establishing that such insurance is in effect with respect to the Equipment.

With respect to any such insurance, Lessee hereby appoints Lessor, or Lessor's assignee, as Lessee's attorney in fact, with full power to: (a) determine at Lessor's discretion what is a reasonable sum for settlement and/or compromise of claim or suit; (b) institute suit in Lessee's name, or in Lessor's name, or both, and to add any costs or expenses relating to the suit or claim, including legal fees and expenses, to the balance of Lessee's obligations under the Lease; and (c) sign in Lessee's name any settlement, draft or check.

Lessee agrees that any excess or umbrella liability insurance which it may have in addition to the minimum requirements set forth above shall also include the interest of Lessor, to the extent permitted by law.

7. **LESSOR'S RIGHT TO PAY.** If Lessee fails to insure the Equipment as required by Section 6 or if Lessee fails to pay and discharge any or all fees, taxes, liens and other charges as required by Section 5, Lessor, without prejudice to any other rights hereunder, may (but shall not be obligated to) provide such insurance, or may pay and discharge such fees, taxes, liens or other charges, and Lessee agrees to repay said sums to Lessor upon demand. If Lessee fails to repay Lessor within ten (10) days of the sending of Lessor's demand for repayment, Lessor may assess a late charge on such amounts in accordance with Section 4 hereof. If such amounts, including late charges, remain unpaid for ten (10) additional days, then Lessee shall also be liable for interest thereon at the default rate of interest set forth in Section 14, or the maximum amount permitted by law.

8. **INDEMNIFICATION.** Lessee assumes liability for and agrees to defend, indemnify and hold Lessor harmless from any claim for liability (including, without limitation, claims involving strict liability in tort or product liability), loss, cost, expense or damage of every nature (including, without limitation, fines, forfeitures, penalties, settlements and attorney's fees) by or to any person and regardless of its basis, which directly or indirectly results from or pertains to the purchase, sale, leasing, manufacture, delivery, ownership, use, possession, operation, condition (including, without limitation, latent or other defects, whether or not discoverable, and patent, trademark and copyright infringement), removal, return or storage of the Equipment, the breach by Lessee of any covenant or condition of this Lease, or the recovery of claims under insurance policies thereon. **LESSEE'S INDEMNITIES AND LIABILITIES SHALL CONTINUE IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS LEASE FOR ANY REASON.**

Upon request by Lessor, Lessee shall assume the defense of all demands, claims, actions, suits and all other proceedings against Lessor for which indemnity is provided herein and shall allow Lessor to participate in the defense thereof. Lessee shall be subrogated to all rights of Lessor for any matter for which Lessee has assumed obligation hereunder and may not settle such demand, claim or action without Lessor's prior consent. Lessor shall be subrogated to all rights of Lessee for any matter for which Lessor has assumed obligation hereunder and may settle such demand, claim or action without Lessee's prior consent.

9. **ASSIGNMENT.** All right, title and interest in and to this Lease, as well as to the Equipment, may be assigned at any time by Lessor without Lessee's consent. Upon notice of any assignment by Lessor or its assignee, Lessee shall make all payments coming due hereunder to the assignee without offset, counterclaim or defense of any kind. It is expressly understood that any reference in this Lease to "Lessor" shall be construed to mean Lessor or Lessor's assignee.

Lessee shall not assign, transfer or sublet this Lease, the Equipment or Lessee's interest hereunder without Lessor's prior written consent (which may be withheld at Lessor's sole discretion), nor shall Lessee's interest hereunder inure to the benefit of any trustee, receiver, creditor or successor of Lessee or its property, whether or not in bankruptcy, or whether by operation of law or otherwise.

10. **OWNERSHIP/TITLE/LIENS.** Lessor and Lessee intend for this agreement to be a true lease; consequently, ownership of and title to all Equipment shall be and remain in Lessor, notwithstanding possession and use thereof by Lessee. Lessee has not acquired, and will not acquire by its acceptance of this Lease, any proprietary rights or interest in the Equipment. Lessee acknowledges that unless and until Lessor



Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

allows Lessee to purchase the Equipment pursuant to Section 15, Lessee's interest shall be that of lessee and not owner. Lessee shall keep the Equipment free from all liens and encumbrances during the term of this Lease.

11. **USE, INSPECTION AND ALTERATIONS.** Lessee at its sole expense shall have the Equipment serviced in accordance with the manufacturer's approved maintenance schedules, ensure that maintenance records are available for review by Lessor at reasonable times and places and maintain the Equipment in good repair, appearance, functional order, and good lawful operating condition.

Lessee shall not: (a) use or permit the use of the Equipment in any unintended, injurious or unlawful manner; (b) use or permit the use of the Equipment primarily for personal, family, household or agricultural purposes; (c) subject the Equipment to unusual, extreme or severe operating condition; or (d) change or alter the Equipment without Lessor's prior written consent, except that Lessee shall make such alterations and improvements, at Lessee's expense, as may be required from time to time to meet the requirements of law or of any federal, state or local governmental authority having jurisdiction over the Equipment.

To ensure compliance with the foregoing, Lessor shall have the right, at any time, to enter Lessee's premises or elsewhere to inspect the Equipment or to observe its use. All improvements and alterations, other than improvements which can be readily removed without causing damage to the Equipment and without rendering the Equipment unable to comply with law, shall become part of the Equipment and shall be the property of Lessor.

12. **LOSS AND DAMAGE.** Lessee hereby assumes all risk of loss, including theft or destruction, and the risk of damage to the Equipment, from any and every cause whatsoever, whether or not such loss is covered by insurance. Loss or damage to the Equipment, or any part thereof, shall not relieve Lessee of any obligation under this Lease.

If the Equipment is damaged or destroyed in an accident or other occurrence or confiscated by any governmental authority or subjected to any tax lien or is stolen, abandoned or subjected to undue peril, Lessee will notify Lessor within ten (10) days of such occurrence or condition.

If any item of Equipment is damaged and in a condition which Lessor believes may be reasonably repaired, Lessee shall repair the same to good working order. If the Equipment is damaged and in a condition which Lessor believes is beyond reasonable repair, or with respect to any other occurrence or condition set forth above, Lessor may terminate this Lease with respect to that Equipment immediately. If the Lease is terminated, Lessee's termination liability shall be the sum of the following: (1) any Lease payments or other amounts due and owing as of the time of termination; plus (2) the balance of the Lease payments Lessee would have made had the Lease gone to full term (less a deduction for the time value of such payments computed in accordance with the simple interest method); plus (3) the Residual Value as set forth in the Schedule(s) (less a deduction for the time value of such payments computed in accordance with the simple interest method); plus (4) an amount equal to one monthly Lease payment; plus (5) any and all commissions, fees or other amounts paid by Lessor's assignee as consideration for assignment of this Lease; less the proceeds Lessor receives from the insurance provided by Lessee, if any. Lessee expressly understands and agrees that in the event of a total loss, Lessee's insurance policy may not be sufficient to completely satisfy Lessee's indebtedness, and Lessee agrees that in such event Lessee shall be liable for, and shall pay Lessor upon demand therefor, the amount of any such deficiency.

13. **SPECIAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.** Lessee represents, warrants and covenants to Lessor that: (a) the Equipment will not be used outside of the United States during more than 50 percent of any calendar year or partial calendar year during the term of this Lease; (b) Lessee is not and will not become an organization exempt from the tax imposed by Chapter 1 of the Internal Revenue Code of 1986 nor will Lessee allow any such entity to use the Equipment; and (c) Lessee is not the United States, any State (including the District of Columbia) or political subdivision thereof, or any agency or instrumentality of the United States, any State or political subdivision thereof or any international organization, nor will Lessee allow any such entity to use the Equipment. Lessee acknowledges that if any representation, warranty or covenant herein is false or if it takes any action or omits to take any action which causes any such representation, warranty or covenant to be false or to be breached, Lessor, or the affiliate group of which it is a member, may suffer adverse tax consequences. Accordingly, Lessee agrees that if it breaches any such representation, warranty or covenant or if the same shall be or become false, this Lease shall be deemed to be in default and Lessee shall be liable to Lessor in the manner and for the amounts specified in Section 14 hereof.

14. **DEFAULT; LESSOR'S REMEDIES.** Time is of the essence in this Lease, and Lessor may declare this Lease to be in default and terminated upon the occurrence of any of the following events: (a) Lessee's failure to pay when due the full amount of any payment required hereunder or under any other loan, retail installment contract or lease with Lessor or any other person or shall default in the performance of any of the obligations or covenants hereunder or thereunder, including, without limitation, rent, taxes, liens, insurance, indemnification, repair or other charge; or (b) the making of any false or misleading statement by Lessee prior to or in connection with this Lease; or (c) Lessee's death, dissolution, insolvency or other termination of existence; or (d) Lessee's becoming the subject of a petition in bankruptcy, either voluntarily or involuntarily, or making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of



Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

a receiver; or (e) seizure of or levy upon the Equipment by reason of any legal or governmental process directed against Lessee; or (f) any bankruptcy, insolvency, termination or default of any guarantor of Lessee; (g) if any guaranty supporting Lessee's obligations hereunder shall fail to remain in full force and effect; or (h) Lessor in good faith believes the prospect for performance or payment by Lessee is substantially impaired.

Upon Lessee's default, Lessee shall be liable for, and shall pay Lessor upon demand, the sum of the following as liquidated damages: (1) any Lease payments or other amounts due and owing as of the time of default; plus (2) the balance of the Lease payments Lessee would have paid had the Lease gone to full term (less a deduction for the time value of such payments computed in accordance with the Rule of 78's); plus (3) the Residual Value as set forth in the Schedule(s) (less a deduction for the time value of such payments computed in accordance with the Rule of 78's); plus (4) an amount equal to one monthly Lease payment; plus (5) any and all commissions, fees or other amounts paid by Lessor's assignee as consideration for the assignment of this Lease (collectively, the "Default Liability").

In the event of Lessee's default, Lessee agrees to surrender the Equipment to Lessor at such location as Lessor may designate, and agrees that Lessor may take possession of the Equipment wherever the same may be found, whether on Lessee's premises or elsewhere, in accordance with applicable law. Lessee further agrees that any and all rights or interests Lessee may have in the Equipment shall be extinguished upon Lessee's default.

If Lessor obtains possession of the Equipment following Lessee's default, Lessor shall dispose of the Equipment by public or private sale in the wholesale or retail market, and such disposition may be with or without notice to Lessee. Following any such sale, Lessor shall deduct from the Default Liability the amount of any proceeds obtained upon disposition of the Equipment, less any costs or expenses incurred by Lessor in connection with the repossession, storage, restoration and/or disposition of the Equipment.

Lessor may assess, and Lessee will be liable for, interest on the total amounts Lessee may owe to Lessor from time to time by reason of Lessee's default at the rate of eighteen percent (18%) per annum, unless a lower rate is required by applicable law, in which case that rate shall apply, both before and after judgment.

Lessee understands and agrees that the remedies provided under this Lease in favor of Lessor upon default shall not be exclusive, but shall be cumulative and in addition to any other remedies available to Lessor, whether existing in law, equity or bankruptcy.

15. **PURCHASE OPTION.** It is understood and agreed that Lessee has no option to purchase the Equipment at any time; however, if Lessor does choose to sell the equipment to Lessee, it will only be upon the expiration of the Lease and for an amount equal to the Residual Value set forth in the Schedule(s). If Lessee accepts Lessor's offer, Lessee must also pay any official fees and taxes assessed in connection with the purchase, plus any other amounts due hereunder but not paid at the time of termination. Lessee expressly understands that Lessee shall have absolutely no equity or other ownership rights in the Equipment prior to the expiration of the Lease.
16. **END OF LEASE TERMINATION LIABILITY.** Upon the expiration of this Lease, Lessee shall, at Lessee's expense, assemble and return the Equipment unencumbered at Lessor's place of business, or at such other place as Lessor specifies, in the same condition, appearance and functional order as received, reasonable and ordinary wear and tear excepted.

Upon the return of the Equipment as herein provided, Lessor will sell the Equipment at a public or private sale with or without notice to Lessee. If the amount received from the sale (less sales tax payable, reasonable sales commissions and restoration and storage costs, if any) exceeds the Residual Value of the Equipment as set forth in the Schedule(s), the amount of such surplus shall be paid to Lessee. If the amount received from the sale (less sales tax payable, reasonable sales commissions and restoration and storage costs, if any) is less than the Residual Value of the Equipment as set forth in the Schedule(s), Lessee shall be liable for, and shall pay upon demand, the amount of such deficiency to Lessor. Lessee acknowledges that the potential benefit or liability contemplated by this Section 16 is not intended to create any equity interest in the Equipment for Lessee, but rather are designed as incentives for Lessee to properly maintain the Equipment as required by this Lease.

17. **ADDITIONAL SECURITY.** To further secure the performance of Lessee's obligations to Lessor, hereunder or otherwise, Lessee hereby grants to Lessor a first security interest in (a) all equipment leased by Lessee from Mercedes-Benz Credit Corporation (Lessee's interest in said equipment being assigned to the full extent of Lessee's interest therein); and (b) all equipment purchased by Lessee and financed by Mercedes-Benz Credit Corporation.
18. **DISCLAIMER OF WARRANTIES.** LESSOR IS NOT THE PRODUCER, MANUFACTURER OR DESIGNER OF THE EQUIPMENT, AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A



Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

**PARTICULAR PURPOSE OR INTENDED USE. LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR CONSEQUENTIAL DAMAGES.**

Lessor agrees, however, to assign to Lessee all of the manufacturer's standard warranties applicable to the Equipment, together with any rights and remedies afforded thereunder, to the extent that those warranties, rights and remedies are assignable.

19. **ENTIRE AGREEMENT; WAIVER.** This Lease and the Schedule(s) referred to herein constitute the entire agreement of the parties hereto. No waiver or modification of this Lease or any Schedule shall be effective unless in writing and signed by both parties. No waiver by Lessor of any obligation of Lessee under this Lease shall be deemed a waiver of Lessor's right to subsequent or other full and timely performance.
20. **BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.** This Lease shall be binding upon and inure to the benefit of any permitted successors and assigns of Lessor and Lessee.
21. **COSTS AND ATTORNEY'S FEES.** If Lessor employs an agent or other party for purposes of collection or repossession, or refers this Lease to an attorney for purposes of collection, repossession or enforcement of Lessor's interests herein, Lessee agrees to reimburse Lessor upon Lessor's demand for all of Lessor's repossession costs, attorney's fees and expenses to the extent permitted by applicable state law.
22. **NOTICES.** All notices and payments shall be mailed to the respective parties at the addresses set forth above or such other address as a party may provide to the other party in writing.
23. **GOVERNING LAW; JURISDICTION.** This Lease shall be deemed to have been made in the state named in Lessor's address above, and shall be interpreted, and the rights and liabilities of the parties determined, by the laws and courts of that state, to the exclusion of the courts of any other state or country, provided, however, that Lessor shall have the right, but not the obligation, to litigate in any state or country in which Lessee, the Equipment, or any of Lessee's or any guarantor's assets are located. **LESSEE WAIVES ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE ARISING HEREUNDER.**
24. **SEVERABILITY.** If any of the provisions of this Lease are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Lease is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.
25. **HEADINGS.** Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Lease.



Mercedes-Benz  
Credit Corporation

Mercedes-Benz Credit Corporation

LEASE AGREEMENT

(Open-End)

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT LESSOR'S SIGNATURE ON THIS LEASE WILL HAVE THE EFFECT OF ASSIGNING ALL RIGHT, TITLE AND INTEREST OF LESSOR TO AND IN THIS LEASE AND THE EQUIPMENT TO MERCEDES-BENZ CREDIT CORPORATION, AND THAT LESSEE ACCEPTS THE TERMS AND CONDITIONS OF THIS LEASE.

I HAVE RECEIVED AND READ A COMPLETED COPY OF THIS LEASE BEFORE SIGNING BELOW.

Lessee: REISING TRUCKING ENTERPRISES, INC.

By: Nancy J. Reising

Title: President

BY SIGNING BELOW, LESSOR ACCEPTS THE TERMS AND CONDITIONS OF THIS LEASE AND ASSIGNS ALL RIGHT, TITLE AND INTEREST TO AND IN THIS LEASE AND THE EQUIPMENT TO MERCEDES-BENZ CREDIT CORPORATION PURSUANT TO THE TERMS OF THE EQUIPMENT PURCHASE AND LEASE ASSIGNMENT AGREEMENT BY AND BETWEEN LESSOR AND MERCEDES-BENZ CREDIT CORPORATION.

Lessor: FYDA FREIGHTLINER YOUNGSTOWN, INC.

By: Paul W. Wain

Title: General Manager



Mercedes-Benz  
Credit Corporation

Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

**STATEMENT**

The undersigned, Lessee under the Lease Agreement dated 10/15/1999 (the "Lease"), hereby represents and certifies, under penalty of perjury, that, with respect to all Schedules now or hereafter executed in connection with the Lease:

- (i) Lessee intends that more than 50 percent of the use of the Equipment is to be in its trade or business; and
- (ii) Lessee has been advised that **LESSEE WILL NOT BE TREATED AS THE OWNER OF THE EQUIPMENT FOR FEDERAL INCOME TAX PURPOSES.**

Lessee agrees to indemnify Lessor pursuant to Section 8 of the Lease for any claims, losses, costs, damages, and expenses, of whatsoever kind and nature, including legal fees, resulting from lessee's breach of the above representation and certification.

LESSEE: REISING TRUCKING ENTERPRISES, INC.

BY:

Nancy J. Reising

TITLE: President

DATE: 10-15-99



Mercedes-Benz  
Credit Corporation

# Mercedes-Benz Credit Corporation

## Lease Schedule A

046723000

0120058033012000

Date: 10/15/1999

This Schedule A refers to Lease Agreement dated 10/15/99

(If no Lease date is set forth in the preceding sentence, then the most recent applicable Lease Agreement between Lessor and Lessee shall govern this Schedule A.)

### BASE LOCATION:

Street Address: RD 2 BOX 200

County: CLEARFIELD

City: MAHAFFEY

State: PENNSYLVANIA  
N/A

Zip: 15757



### PROPERTY SCHEDULE:

Year	Make	Model	Serial Number	Delivery Date	Capitalized Cost	Residual Value	Term in Months	Tiling Source
2000	FREIGHTLINER	FLD13264T	1FUPCSZB7YLF02466	10/15/1999	\$106,500.00	\$24,835.25	60	Dealer
N/A					N/A	N/A	N/A	
N/A					N/A	N/A	N/A	

CAPITALIZED COST AND MONTHLY PAYMENTS				INITIAL AMOUNTS DUE			
Gross Capitalized Cost		\$106,530.00		Capitalized Cost Reduction		\$7,159.00	
Capitalized Cost Reductions		\$7,159.00		Refundable Security Deposit			
Adjusted Capitalized Cost		\$99,371.00		License/Registration Fees			
Base Monthly Lease Payment		\$1,721.11		First TOTAL Monthly Lease Payment		\$0.00	
Monthly Service/Maintenance Contract Cost				State/Use Tax on Initial Amounts Due:			
MBCC PDI		\$0.00		State		\$0.00	
State/Use Taxes per month:				Local		\$0.00	
State				County		\$0.00	
Local				Other		\$0.00	
County				Total		\$7,159.00	
TOTAL Monthly Lease Payment		\$1,721.11					

**Rent** - Lessee hereby agrees and promises to pay Lessor the total rent of \$103,266.60 payable as follows: one payment of \$0.00 on N/A, 60 payments of \$1,721.11 each, and 0 payments of \$0.00 each commencing 11/15/1999 and continuing on the same day each month thereafter, except as follows: N/A

**Certificate of Delivery and Acceptance and Date of Placement in Service** - Lessee hereby certifies to Lessor that on and as of the date described above as "Delivery Date", the equipment described herein: (1) is tangible personal property and (2) has been delivered to and is in possession of the Lessee. Lessee also represents, warrants, and certifies that: (1) the equipment was delivered to its location and (2) the equipment is available for use and placed in service by Lessee on the above-described "Delivery Date".

**Ratification and Affirmation of Representations, Warranties and Covenants** - Lessee hereby agrees that its warranties and covenants made in the Lease Agreement are approved, ratified and affirmed in all aspects as of the date of this Lease Schedule and confirms that the representations made in the Lease Agreement and Statement are, as of the date of this Lease Schedule, true, accurate and complete in all aspects. Lessor and Lessee hereby characterize this Lease Schedule as a separate lease with respect to each item of equipment set forth herein.

LESSOR AND LESSEE HEREBY ACKNOWLEDGE THAT LESSOR'S SIGNATURE ON THIS LEASE SCHEDULE SHALL CONSTITUTE AN ASSIGNMENT OF ALL LESSOR'S RIGHT, TITLE, AND INTEREST IN AND TO THIS SCHEDULE AND THE EQUIPMENT LEASED HEREUNDER TO MERCEDES-BENZ CREDIT CORPORATION PURSUANT TO THE TERMS OF THE EQUIPMENT PURCHASE AND LEASE ASSIGNMENT AGREEMENT BY AND BETWEEN LESSOR AND MERCEDES-BENZ CREDIT CORPORATION.

FYDA FREIGHTLINER YOUNGSTOWN, INC.  
(LESSOR)

By: Rose Wier

Title: General Manager

REISING TRUCKING ENTERPRISES, INC.  
(LESSEE)

By: Nancy J. Reising

Title: President



7/14/03

Daimler Chrysler Services  
v. North America LLC  
v.

No. 03-920-CD

Reising Trucking Enterprise

COURT OF COMMON PLEAS

ex.

OF CLEARFIELD COUNTY

PENNSYLVANIA, CIVIL DIVISION

I am writing in my defense against the civil action being taken against me by Daimler Chrysler Services North America, LLC. Reising Trucking Enterprise, Inc. is now defunct, and is no longer a corporation since Dec. 2002. There are no assets currently, I am a widow living on my Husband's partial Social Security. I have no means of paying for this debt. I do not have an attorney, and can not afford one. Legal aid is not available to me in Clearfield County. Please give my situation careful consideration, your time has been greatly appreciated.

FILED

01:40  
JUL 15 2003

EX  
[Signature]

Thank you  
Nancy Reising

William A. Shaw  
Prothonotary

946 Nebo Road

Mahaffey PA 15757-8609

(814) 277-4449

In The Court of Common Pleas of Clearfield County, Pennsylvania

DAIMLER CHRYSLER SERVICES NORTH AMERICA, LLC

Sheriff Docket #

14216

VS.

03-920-CD

REISING TRUCKING ENTERPRISES INC

COMPLAINT

SHERIFF RETURNS

NOW JUNE 26, 2003 AT 10:17 AM SERVED THE WITHIN COMPLAINT ON REISING TRUCKING ENTERPRISES INC., DEFENDANT AT RESIDENCE, 946 NEBO ROA, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NANCY REISING, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
34.21	SHERIFF HAWKINS PAID BY: ATTY CKJ# 53136
10.00	SURCHARGE PAID BY: ATTY CK# 53137

Sworn to Before Me This

So Answers,

30<sup>th</sup> Day Of July 2003  
*William A. Shaw*

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

*Chester A. Hawkins*  
*Jay Mantz Hammer*  
Chester A. Hawkins  
Sheriff

FILED

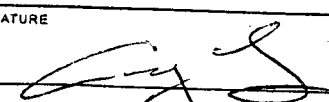
013100 XBT  
JUL 30 2003

William A. Shaw  
Prothonotary/Clerk of Courts

COPY

Trial Division  
Civil Cover Sheet

For Prothonotary Use Only (Clock Number)

PLAINTIFF'S NAME Daimler Chrysler Services North America LLC		DEFENDANT'S NAME Reising Trucking Enterprises, Inc.	
PLAINTIFF'S ADDRESS 1011 Warrenville Road Lisle, IL 60532		DEFENDANT'S ADDRESS Rd 2, Box 200 946 Nebo Road Maheffey, Pennsylvania 15757	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NO. OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE (SEE INSTRUCTIONS) 1 C Contract			
STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER) None			IS CASE SUBJECT TO COORDINATION ORDER? Yes    No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY Craig H. Lyons, Esquire		ADDRESS (SEE INSTRUCTIONS) Lyons, Doughty & Veldhuis, P.C. 1288 Rt. 73, Ste. 310 P.O. Box 1269 Mount Laurel, NJ 08054	
PHONE NUMBER 856-802-1488	FAX NUMBER 856-802-2801	E-MAIL ADDRESS craigl@ldvlaw.com	
SUPREME COURT IDENTIFICATION NO. 88826		DATE 6/19/03	
SIGNATURE 			

LYONS, DOUGHTY & VELDHUIS, P.C.

Craig H. Lyons

PA. I.D. NO. 88826

1288 Route 73, Suite 310

P.O. Box 1269

Mt. Laurel, New Jersey 08054

Telephone: 856-802-1488

ATTORNEYS FOR PLAINTIFF

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

Daimler Chrysler Services North  
America, LLC

Plaintiff,

v.

Reising Trucking Enterprises, Inc.

Defendant(s).

NO. 03-920-CD

COMPLAINT - CIVIL ACTION

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

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

JUN 23 2003

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

LYONS, DOUGHTY & VELDHUIS, P.C.  
Craig H. Lyons, Esquire  
PA. I.D. NO. 88826  
1288 Route 73, Suite 310  
P.O. Box 1269  
Mt. Laurel, New Jersey 08054  
Telephone: 856-802-1488

ATTORNEYS FOR PLAINTIFF,  
DAIMLERCHRYSLER SERVICES NORTH  
AMERICA, LLC

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

DAIMLERCHRYSLER SERVICES NORTH  
AMERICA, LLC  
1011 Warrentonville Road  
Lisle, IL 60532

Plaintiff,

v.

REISING TRUCKING ENTERPRISES, INC.  
RD 2, Box 200  
946 Nebo Road  
Mahaffey, Pennsylvania 15757

Defendant.

NO.

COMPLAINT

Plaintiff, DaimlerChrysler Services North America LLC , by  
way of Complaint, avers as follows:

1. On October 15, 1999, defendant entered into a Lease, a  
copy of which is attached hereto as Exhibit A.

T/03-00371-0/JMG

2. The lessor assigned the lease (Exhibit A) by written assignment to plaintiff, a copy of which written assignment appears on Exhibit A.

3. The defendant defaulted in the payments due under the lease.

4. As a result of the default in payments, the entire unpaid balance, at the election of the plaintiff, became due and payable, together with attorney fees provided in the lease. Proceeds of the recovered collateral have been applied.

5. The balance due after taking into account all credits and charges to the account is \$22,785.44.

6. Under the lease (Exhibit "A"), if plaintiff employs an attorney to collect the account, plaintiff may recover from debtor its attorney's fees and expense to the extent permitted by applicable state law.

7. Plaintiff submits that Pennsylvania law would permit an attorney's fee of 20% of the unpaid balance as a reasonable attorney's fee. Thus, plaintiff seeks \$4,557.09 in attorney's fees, plus costs to be taxed.

8. Pursuant to the terms of the lease, plaintiff is also entitled to receive interest on the balance due. Interest has been accruing at the lease rate of 18% since the date of the sale of the collateral.

WHEREFORE, plaintiff demands that judgment be entered against the defendant, Reising Trucking Enterprises, Inc. for \$22,785.44, together with attorney's fees in the amount of \$4,557.09, plus interest and costs.

LYONS, DOUGHTY & VELDHUIS, P.C.  
Attorneys for Plaintiff

DATED: 6/19/03

BY: 

Craig H. Lyons  
PA. I.D. NO. 88826

T/03-00371-0

VERIFICATION

I verify that the facts set forth in this Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.

I am authorized to make this verification on behalf of DaimlerChrysler Services North .

DATED: 6/9/03

  
John Heffernan

T/03-00371-0  
May 16, 2003  
QCC.frm





Mercedes-Benz  
Credit Corporation

Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

66723-0001

01-200-58033-01-20001

**LESSOR - LESSEE**

Lessor's Name: FYDA FREIGHTLINER YOUNGSTOWN, INC.

Street Address: 5260 Seventy-Six Dr

City: Youngstown State: OH. Zip: 44515

Lessee's Name: REISING TRUCKING ENTERPRISES, INC.

Street Address: RD 2 BOX 200

City: MAHAFFEY State: PA. Zip: 15757



This Lease Agreement (hereinafter "Lease") is entered into on the 15th day of October, 1999, by and between the Lessor named above (hereinafter "Lessor") and the Lessee named above (hereinafter "Lessee").

1. **EQUIPMENT LEASED.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor each item of equipment described in each Schedule now or hereafter executed pursuant to this Lease, together with any attachments or accessories now or hereafter incorporated in or attached to said equipment (hereinafter "Equipment").

It is hereby agreed that additional Equipment may be leased hereunder by the execution of additional Schedules by Lessor and Lessee. Each such Schedule, when so executed, shall constitute a separate Lease of the Equipment described therein. Except as specifically modified in any Schedule, all of the terms and conditions of this Lease shall govern the rights and obligations of Lessee and Lessor with respect to the Equipment described in the Schedules. Whenever reference is made herein to "this Lease" or "the Lease" it shall be deemed to include all Schedules now or hereafter executed under this Lease.

2. **TERM.** This Lease shall commence on the delivery date stated on the applicable Schedule(s) and shall continue until all rental payments as hereinafter described, and all of Lessee's other obligations hereunder, have been satisfied in full by Lessee.
3. **RENTAL.** Lessee agrees to pay Lessor monthly payments in an amount and for the term indicated in the Schedule(s) without reduction or set off for any reason, except as otherwise provided in this Lease.

The first payment shall be due on the date stated in the Schedule(s).

4. **LATE CHARGE; DISHONORED CHECKS.** In the event Lessee fails to pay in full any rental payment, or any other sum required to be paid hereunder by Lessee, within ten (10) days of its due date, Lessor may, without declaring Lessee to be in default, charge Lessee an amount equal to five percent (5%) of such past due amounts or the maximum allowed by applicable state law. In addition, Lessor may collect from Lessee a fee for dishonored checks. Such fee shall not exceed \$35 or the maximum amount permitted by applicable law. The imposition of such a charge by Lessor shall in no way alter Lessor's right to additionally or subsequently declare Lessee to be in default or to exercise any of its remedies under this Lease.
5. **FEES AND TAXES.** Lessee agrees to pay when due all fees, sales and use taxes, duties, assessments, highway use taxes, or other taxes and charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Lessor (excluding Lessor's net income, franchise and business and occupation taxes), and shall supply Lessor with proof of payment upon written demand therefor by Lessor.
6. **INSURANCE.** With respect to the Equipment, Lessee shall provide and maintain, at its own expense, public liability insurance for bodily injury or death and property damage insurance with an aggregate limit of not less than \$750,000 per occurrence, or such other higher limit as may be required by law.



Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

Lessee shall also provide and maintain, at its own expense, collision and upset insurance with a deductible of not more than \$2,500, and fire, theft and combined additional insurance with a deductible of not more than \$2,500.

All insurance required herein shall protect Lessor and Lessee as their interests may appear. All insurance required to be provided by Lessee shall designate Lessor as an additional insured and loss payee and shall, by the terms of the policies or appropriate endorsements thereto: (a) be primary to, and in no respect excess or contributory to or contingent upon, any liability insurance provided by Lessor; (b) waive any right of subrogation against Lessor; (c) provide that all liability insurance shall first be applied against any claim against Lessor; (d) provide that all insurance proceeds are to be paid directly to Lessor in respect of any damage to the Equipment; and (e) provide that coverage may not be changed, altered or canceled by the issuing insurance company without twenty (20) days prior written notice to Lessor.

All insurance required herein to be provided by Lessee shall be placed with an insurance company acceptable to and approved by Lessor. Lessor shall be provided with certificates of insurance (or other document(s) acceptable to Lessor) evidencing the insurance coverage required herein and establishing that such insurance is in effect with respect to the Equipment.

With respect to any such insurance, Lessee hereby appoints Lessor, or Lessor's assignee, as Lessee's attorney in fact, with full power to: (a) determine at Lessor's discretion what is a reasonable sum for settlement and/or compromise of claim or suit; (b) institute suit in Lessee's name, or in Lessor's name, or both, and to add any costs or expenses relating to the suit or claim, including legal fees and expenses, to the balance of Lessee's obligations under the Lease; and (c) sign in Lessee's name any settlement, draft or check.

Lessee agrees that any excess or umbrella liability insurance which it may have in addition to the minimum requirements set forth above shall also include the interest of Lessor, to the extent permitted by law.

7. **LESSOR'S RIGHT TO PAY.** If Lessee fails to insure the Equipment as required by Section 6 or if Lessee fails to pay and discharge any or all fees, taxes, liens and other charges as required by Section 5, Lessor, without prejudice to any other rights hereunder, may (but shall not be obligated to) provide such insurance, or may pay and discharge such fees, taxes, liens or other charges, and Lessee agrees to repay said sums to Lessor upon demand. If Lessee fails to repay Lessor within ten (10) days of the sending of Lessor's demand for repayment, Lessor may assess a late charge on such amounts in accordance with Section 4 hereof. If such amounts, including late charges, remain unpaid for ten (10) additional days, then Lessee shall also be liable for interest thereon at the default rate of interest set forth in Section 14, or the maximum amount permitted by law.
8. **INDEMNIFICATION.** Lessee assumes liability for and agrees to defend, indemnify and hold Lessor harmless from any claim for liability (including, without limitation, claims involving strict liability in tort or product liability), loss, cost, expense or damage of every nature (including, without limitation, fines, forfeitures, penalties, settlements and attorney's fees) by or to any person and regardless of its basis, which directly or indirectly results from or pertains to the purchase, sale, leasing, manufacture, delivery, ownership, use, possession, operation, condition (including, without limitation, latent or other defects, whether or not discoverable, and patent, trademark and copyright infringement), removal, return or storage of the Equipment, the breach by Lessee of any covenant or condition of this Lease, or the recovery of claims under insurance policies thereon. **LESSEE'S INDEMNITIES AND LIABILITIES SHALL CONTINUE IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS LEASE FOR ANY REASON.**

Upon request by Lessor, Lessee shall assume the defense of all demands, claims, actions, suits and all other proceedings against Lessor for which indemnity is provided herein and shall allow Lessor to participate in the defense thereof. Lessee shall be subrogated to all rights of Lessor for any matter for which Lessee has assumed obligation hereunder and may not settle such demand, claim or action without Lessor's prior consent. Lessor shall be subrogated to all rights of Lessee for any matter for which Lessor has assumed obligation hereunder and may settle such demand, claim or action without Lessee's prior consent.

9. **ASSIGNMENT.** All right, title and interest in and to this Lease, as well as to the Equipment, may be assigned at any time by Lessor without Lessee's consent. Upon notice of any assignment by Lessor or its assignee, Lessee shall make all payments coming due hereunder to the assignee without offset, counterclaim or defense of any kind. It is expressly understood that any reference in this Lease to "Lessor" shall be construed to mean Lessor or Lessor's assignee.

Lessee shall not assign, transfer or sublet this Lease, the Equipment or Lessee's interest hereunder without Lessor's prior written consent (which may be withheld at Lessor's sole discretion), nor shall Lessee's interest hereunder inure to the benefit of any trustee, receiver, creditor or successor of Lessee or its property, whether or not in bankruptcy, or whether by operation of law or otherwise.

10. **OWNERSHIP/TITLE/LIENS.** Lessor and Lessee intend for this agreement to be a true lease; consequently, ownership of and title to all Equipment shall be and remain in Lessor, notwithstanding possession and use thereof by Lessee. Lessee has not acquired, and will not acquire by its acceptance of this Lease, any proprietary rights or interest in the Equipment. Lessee acknowledges that unless and until Lessor



Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

allows Lessee to purchase the Equipment pursuant to Section 15, Lessee's interest shall be that of lessee and not owner. Lessee shall keep the Equipment free from all liens and encumbrances during the term of this Lease.

11. **USE, INSPECTION AND ALTERATIONS.** Lessee at its sole expense shall have the Equipment serviced in accordance with the manufacturer's approved maintenance schedules, ensure that maintenance records are available for review by Lessor at reasonable times and places and maintain the Equipment in good repair, appearance, functional order, and good lawful operating condition.

Lessee shall not: (a) use or permit the use of the Equipment in any unintended, injurious or unlawful manner; (b) use or permit the use of the Equipment primarily for personal, family, household or agricultural purposes; (c) subject the Equipment to unusual, extreme or severe operating condition; or (d) change or alter the Equipment without Lessor's prior written consent, except that Lessee shall make such alterations and improvements, at Lessee's expense, as may be required from time to time to meet the requirements of law or of any federal, state or local governmental authority having jurisdiction over the Equipment.

To ensure compliance with the foregoing, Lessor shall have the right, at any time, to enter Lessee's premises or elsewhere to inspect the Equipment or to observe its use. All improvements and alterations, other than improvements which can be readily removed without causing damage to the Equipment and without rendering the Equipment unable to comply with law, shall become part of the Equipment and shall be the property of Lessor.

12. **LOSS AND DAMAGE.** Lessee hereby assumes all risk of loss, including theft or destruction, and the risk of damage to the Equipment, from any and every cause whatsoever, whether or not such loss is covered by insurance. Loss or damage to the Equipment, or any part thereof, shall not relieve Lessee of any obligation under this Lease.

If the Equipment is damaged or destroyed in an accident or other occurrence or confiscated by any governmental authority or subjected to any tax lien or is stolen, abandoned or subjected to undue peril, Lessee will notify Lessor within ten (10) days of such occurrence or condition.

If any item of Equipment is damaged and in a condition which Lessor believes may be reasonably repaired, Lessee shall repair the same to good working order. If the Equipment is damaged and in a condition which Lessor believes is beyond reasonable repair, or with respect to any other occurrence or condition set forth above, Lessor may terminate this Lease with respect to that Equipment immediately. If the Lease is terminated, Lessee's termination liability shall be the sum of the following: (1) any Lease payments or other amounts due and owing as of the time of termination; plus (2) the balance of the Lease payments Lessee would have made had the Lease gone to full term (less a deduction for the time value of such payments computed in accordance with the simple interest method); plus (3) the Residual Value as set forth in the Schedule(s) (less a deduction for the time value of such payments computed in accordance with the simple interest method); plus (4) an amount equal to one monthly Lease payment; plus (5) any and all commissions, fees or other amounts paid by Lessor's assignee as consideration for assignment of this Lease; less the proceeds Lessor receives from the insurance provided by Lessee, if any. Lessee expressly understands and agrees that in the event of a total loss, Lessee's insurance policy may not be sufficient to completely satisfy Lessee's indebtedness, and Lessee agrees that in such event Lessee shall be liable for, and shall pay Lessor upon demand therefor, the amount of any such deficiency.

13. **SPECIAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.** Lessee represents, warrants and covenants to Lessor that: (a) the Equipment will not be used outside of the United States during more than 50 percent of any calendar year or partial calendar year during the term of this Lease; (b) Lessee is not and will not become an organization exempt from the tax imposed by Chapter 1 of the Internal Revenue Code of 1986 nor will Lessee allow any such entity to use the Equipment; and (c) Lessee is not the United States, any State (including the District of Columbia) or political subdivision thereof, or any agency or instrumentality of the United States, any State or political subdivision thereof or any international organization, nor will Lessee allow any such entity to use the Equipment. Lessee acknowledges that if any representation, warranty or covenant herein is false or if it takes any action or omits to take any action which causes any such representation, warranty or covenant to be false or to be breached, Lessor, or the affiliate group of which it is a member, may suffer adverse tax consequences. Accordingly, Lessee agrees that if it breaches any such representation, warranty or covenant or if the same shall be or become false, this Lease shall be deemed to be in default and Lessee shall be liable to Lessor in the manner and for the amounts specified in Section 14 hereof.

14. **DEFAULT; LESSOR'S REMEDIES.** Time is of the essence in this Lease, and Lessor may declare this Lease to be in default and terminated upon the occurrence of any of the following events: (a) Lessee's failure to pay when due the full amount of any payment required hereunder or under any other loan, retail installment contract or lease with Lessor or any other person or shall default in the performance of any of the obligations or covenants hereunder or thereunder, including, without limitation, rent, taxes, liens, insurance, indemnification, repair or other charge; or (b) the making of any false or misleading statement by Lessee prior to or in connection with this Lease; or (c) Lessee's death, dissolution, insolvency or other termination of existence; or (d) Lessee's becoming the subject of a petition in bankruptcy, either voluntarily or involuntarily, or making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of



Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

a receiver, or (e) seizure of or levy upon the Equipment by reason of any legal or governmental process directed against Lessee; or (f) any bankruptcy, insolvency, termination or default of any guarantor of Lessee; (g) if any guaranty supporting Lessee's obligations hereunder shall fail to remain in full force and effect; or (h) Lessor in good faith believes the prospect for performance or payment by Lessee is substantially impaired.

Upon Lessee's default, Lessee shall be liable for, and shall pay Lessor upon demand, the sum of the following as liquidated damages: (1) any Lease payments or other amounts due and owing as of the time of default; plus (2) the balance of the Lease payments Lessee would have paid had the Lease gone to full term (less a deduction for the time value of such payments computed in accordance with the Rule of 78's); plus (3) the Residual Value as set forth in the Schedule(s) (less a deduction for the time value of such payments computed in accordance with the Rule of 78's); plus (4) an amount equal to one monthly Lease payment; plus (5) any and all commissions, fees or other amounts paid by Lessor's assignee as consideration for the assignment of this Lease (collectively, the "Default Liability").

In the event of Lessee's default, Lessee agrees to surrender the Equipment to Lessor at such location as Lessor may designate, and agrees that Lessor may take possession of the Equipment wherever the same may be found, whether on Lessee's premises or elsewhere, in accordance with applicable law. Lessee further agrees that any and all rights or interests Lessee may have in the Equipment shall be extinguished upon Lessee's default.

If Lessor obtains possession of the Equipment following Lessee's default, Lessor shall dispose of the Equipment by public or private sale in the wholesale or retail market, and such disposition may be with or without notice to Lessee. Following any such sale, Lessor shall deduct from the Default Liability the amount of any proceeds obtained upon disposition of the Equipment, less any costs or expenses incurred by Lessor in connection with the repossession, storage, restoration and/or disposition of the Equipment.

Lessor may assess, and Lessee will be liable for, interest on the total amounts Lessee may owe to Lessor from time to time by reason of Lessee's default at the rate of eighteen percent (18%) per annum, unless a lower rate is required by applicable law, in which case that rate shall apply, both before and after judgment.

Lessee understands and agrees that the remedies provided under this Lease in favor of Lessor upon default shall not be exclusive, but shall be cumulative and in addition to any other remedies available to Lessor, whether existing in law, equity or bankruptcy.

15. **PURCHASE OPTION.** It is understood and agreed that Lessee has no option to purchase the Equipment at any time; however, if Lessor does choose to sell the equipment to Lessee, it will only be upon the expiration of the Lease and for an amount equal to the Residual Value set forth in the Schedule(s). If Lessee accepts Lessor's offer, Lessee must also pay any official fees and taxes assessed in connection with the purchase, plus any other amounts due hereunder but not paid at the time of termination. Lessee expressly understands that Lessee shall have absolutely no equity or other ownership rights in the Equipment prior to the expiration of the Lease.

16. **END OF LEASE TERMINATION LIABILITY.** Upon the expiration of this Lease, Lessee shall, at Lessee's expense, assemble and return the Equipment unencumbered at Lessor's place of business, or at such other place as Lessor specifies, in the same condition, appearance and functional order as received, reasonable and ordinary wear and tear excepted.

Upon the return of the Equipment as herein provided, Lessor will sell the Equipment at a public or private sale with or without notice to Lessee. If the amount received from the sale (less sales tax payable, reasonable sales commissions and restoration and storage costs, if any) exceeds the Residual Value of the Equipment as set forth in the Schedule(s), the amount of such surplus shall be paid to Lessee. If the amount received from the sale (less sales tax payable, reasonable sales commissions and restoration and storage costs, if any) is less than the Residual Value of the Equipment as set forth in the Schedule(s), Lessee shall be liable for, and shall pay upon demand, the amount of such deficiency to Lessor. Lessee acknowledges that the potential benefit or liability contemplated by this Section 16 is not intended to create any equity interest in the Equipment for Lessee, but rather are designed as incentives for Lessee to properly maintain the Equipment as required by this Lease.

17. **ADDITIONAL SECURITY.** To further secure the performance of Lessee's obligations to Lessor, hereunder or otherwise, Lessee hereby grants to Lessor a first security interest in (a) all equipment leased by Lessee from Mercedes-Benz Credit Corporation (Lessee's interest in said equipment being assigned to the full extent of Lessee's interest therein); and (b) all equipment purchased by Lessee and financed by Mercedes-Benz Credit Corporation.

18. **DISCLAIMER OF WARRANTIES.** LESSOR IS NOT THE PRODUCER, MANUFACTURER OR DESIGNER OF THE EQUIPMENT, AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A



Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

**PARTICULAR PURPOSE OR INTENDED USE. LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR CONSEQUENTIAL DAMAGES.**

Lessor agrees, however, to assign to Lessee all of the manufacturer's standard warranties applicable to the Equipment, together with any rights and remedies afforded thereunder, to the extent that those warranties, rights and remedies are assignable.

19. **ENTIRE AGREEMENT; WAIVER.** This Lease and the Schedule(s) referred to herein constitute the entire agreement of the parties hereto. No waiver or modification of this Lease or any Schedule shall be effective unless in writing and signed by both parties. No waiver by Lessor of any obligation of Lessee under this Lease shall be deemed a waiver of Lessor's right to subsequent or other full and timely performance.
20. **BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.** This Lease shall be binding upon and inure to the benefit of any permitted successors and assigns of Lessor and Lessee.
21. **COSTS AND ATTORNEY'S FEES.** If Lessor employs an agent or other party for purposes of collection or repossession, or refers this Lease to an attorney for purposes of collection, repossession or enforcement of Lessor's interests herein, Lessee agrees to reimburse Lessor upon Lessor's demand for all of Lessor's repossession costs, attorney's fees and expenses to the extent permitted by applicable state law.
22. **NOTICES.** All notices and payments shall be mailed to the respective parties at the addresses set forth above or such other address as a party may provide to the other party in writing.
23. **GOVERNING LAW; JURISDICTION.** This Lease shall be deemed to have been made in the state named in Lessor's address above, and shall be interpreted, and the rights and liabilities of the parties determined, by the laws and courts of that state, to the exclusion of the courts of any other state or country; provided, however, that Lessor shall have the right, but not the obligation, to litigate in any state or country in which Lessee, the Equipment, or any of Lessee's or any guarantor's assets are located. **LESSEE WAIVES ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE ARISING HEREUNDER.**
24. **SEVERABILITY.** If any of the provisions of this Lease are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Lease is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.
25. **HEADINGS.** Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Lease.



Mercedes-Benz  
Credit Corporation

Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT LESSOR'S SIGNATURE ON THIS LEASE WILL HAVE THE EFFECT OF ASSIGNING ALL RIGHT, TITLE AND INTEREST OF LESSOR TO AND IN THIS LEASE AND THE EQUIPMENT TO MERCEDES-BENZ CREDIT CORPORATION, AND THAT LESSEE ACCEPTS THE TERMS AND CONDITIONS OF THIS LEASE.

I HAVE RECEIVED AND READ A COMPLETED COPY OF THIS LEASE BEFORE SIGNING BELOW.

Lessee: REISING TRUCKING ENTERPRISES, INC.

By: Nancy Reising

Title: President

BY SIGNING BELOW, LESSOR ACCEPTS THE TERMS AND CONDITIONS OF THIS LEASE AND ASSIGNS ALL RIGHT, TITLE AND INTEREST TO AND IN THIS LEASE AND THE EQUIPMENT TO MERCEDES-BENZ CREDIT CORPORATION PURSUANT TO THE TERMS OF THE EQUIPMENT PURCHASE AND LEASE ASSIGNMENT AGREEMENT BY AND BETWEEN LESSOR AND MERCEDES-BENZ CREDIT CORPORATION.

Lessor: FYDA FREIGHTLINER YOUNGSTOWN, INC.

By: Steve Weiss

Title: General Manager



Mercedes-Benz  
Credit Corporation

Mercedes-Benz Credit Corporation  
**LEASE AGREEMENT**  
(Open-End)

**STATEMENT**

The undersigned, Lessee under the Lease Agreement dated 10/15/1999 (the "Lease"), hereby represents and certifies, under penalty of perjury, that, with respect to all Schedules now or hereafter executed in connection with the Lease:

- (i) Lessee intends that more than 50 percent of the use of the Equipment is to be in its trade or business; and
- (ii) Lessee has been advised that **LESSEE WILL NOT BE TREATED AS THE OWNER OF THE EQUIPMENT FOR FEDERAL INCOME TAX PURPOSES.**

Lessee agrees to indemnify Lessor pursuant to Section 8 of the Lease for any claims, losses, costs, damages, and expenses, of whatsoever kind and nature, including legal fees, resulting from lessee's breach of the above representation and certification.

LESSEE: REISING TRUCKING ENTERPRISES, INC.

BY:

Nancy J. Reising

TITLE: President

DATE: 10-15-99



Mercedes-Benz  
Credit Corporation

# Mercedes-Benz Credit Corporation

## Lease Schedule A

Date: 10/15/1999

This Schedule A refers to Lease Agreement dated 10/15/99

(If no Lease date is set forth in the preceding sentence, then the most recent applicable Lease Agreement between Lessor and Lessee shall govern this Schedule A.)

### BASE LOCATION:

Street Address: RD 2 BOX 200

County: CLEARFIELD

City: MAHAFFEY

State: PENNSYLVANIA  
N/A

Zip: 15757



### PROPERTY SCHEDULE:

Year	Make	Model	Serial Number	Delivery Date	Capitalized Cost	Residual Value	Term in Months	Titling Source
2000	FREIGHTLINER	FLD13264T	1FUPCSZB7YLF02466	10/15/1999	\$106,500.00	\$24,835.25	60	Dealer
N/A					N/A	N/A	N/A	
N/A					N/A	N/A	N/A	

CAPITALIZED COST AND MONTHLY PAYMENTS			INITIAL AMOUNTS DUE:	
Gross Capitalized Cost	\$106,530.00	Capitalized Cost Reduction		\$7,159.00
Capitalized Cost Reductions	\$7,159.00	Refundable Security Deposit		
Adjusted Capitalized Cost	\$99,371.00	License/Registration Fees		
Base Monthly Lease Payment	\$1,721.11	First TOTAL Monthly Lease Payment		\$0.00
Monthly Service/Maintenance Contract Cost		State/Use Tax on Initial Amounts Due:		
MBCC PDI	\$0.00	State		\$0.00
State/Use Taxes per month:		Local		\$0.00
State		County		\$0.00
Local		Other		\$0.00
County		Total		\$7,159.00
TOTAL Monthly Lease Payment	\$1,721.11			

**Rent** - Lessee hereby agrees and promises to pay Lessor the total rent of \$103,266.60 payable as follows: one payment of \$0.00 on N/A, 60 payments of \$1,721.11 each, and 0 payments of \$0.00 each commencing 11/15/1999 and continuing on the same day each month thereafter, except as follows: N/A

**Certificate of Delivery and Acceptance and Date of Placement in Service** - Lessee hereby certifies to Lessor that on and as of the date described above as "Delivery Date", the equipment described herein: (1) is tangible personal property and (2) has been delivered to and is in possession of the Lessee. Lessee also represents, warrants, and certifies that: (1) the equipment was delivered to its location and (2) the equipment is available for use and placed in service by Lessee on the above-described "Delivery Date".

**Ratification and Affirmation of Representations, Warranties and Covenants** - Lessee hereby agrees that its warranties and covenants made in the Lease Agreement are approved, ratified and affirmed in all aspects as of the date of this Lease Schedule and confirms that the representations made in the Lease Agreement and Statement are, as of the date of this Lease Schedule, true, accurate and complete in all aspects. Lessor and Lessee hereby characterize this Lease Schedule as a separate lease with respect to each item of equipment set forth herein.

LESSOR AND LESSEE HEREBY ACKNOWLEDGE THAT LESSOR'S SIGNATURE ON THIS LEASE SCHEDULE SHALL CONSTITUTE AN ASSIGNMENT OF ALL LESSOR'S RIGHT, TITLE, AND INTEREST IN AND TO THIS SCHEDULE AND THE EQUIPMENT LEASED HEREUNDER TO MERCEDES-BENZ CREDIT CORPORATION PURSUANT TO THE TERMS OF THE EQUIPMENT PURCHASE AND LEASE ASSIGNMENT AGREEMENT BY AND BETWEEN LESSOR AND MERCEDES-BENZ CREDIT CORPORATION.

FYDA FREIGHTLINER YOUNGSTOWN, INC.  
(LESSOR)

By: [Signature]

Title: General Manager

REISING TRUCKING ENTERPRISES, INC.  
(LESSEE)

By: [Signature]

Title: President



LYONS, DOUGHTY & VELDHUIS, P.C.  
Joseph M. Garemore, Esquire  
PA. I.D. NO. 66496  
1288 Route 73, Suite 310  
P.O. Box 1269  
Mt. Laurel, New Jersey 08054  
Telephone: 856-802-1488

ATTORNEYS FOR PLAINTIFF,  
DAIMLERCHRYSLER SERVICES NORTH  
AMERICA, LLC

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

DaimlerChrysler Services North  
America LLC  
1011 Warrentville Road  
Lisle, IL 60532

Plaintiff,

v.

REISING TRUCKING ENTERPRISES, INC.  
RD 2, Box 200  
Mahaffey, Pennsylvania 15757

Defendant.

NO. 2003-00920-CD

**FILED**

AUG 06 2003

William A. Shaw  
Prothonotary

PRAECIPE TO ENTER DEFAULT JUDGMENT  
FOR MONEY DAMAGES

TO THE PROTHONOTARY:

Please enter a default judgment in favor of plaintiff  
DaimlerChrysler Services North America, LLC and against  
defendant, Reising Trucking Enterprises, Inc. for for money  
damages, for failure to answer or otherwise respond to the  
Complaint.

The Complaint was served upon the defendant on as indicated  
by the copy of the proof of service which is attached hereto as  
Exhibit A.

A copy of the Notice of Intention to Take Default served upon the defendant by regular mail is attached hereto as Exhibit B.

The certified mail card was claimed by defendant on July 19, 2003, see Exhibit B.

Assess damages as follows:

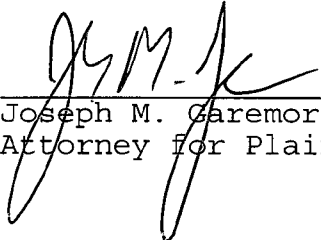
- |  |             |
|--|-------------|
| 1. Principal amount demanded in Complaint  | \$22,785.44 |
| 2. Post-default Interest from March 4, 2003 to July 30, 2003 at the contract rate of interest at 18% | \$1,663.02  |
| 3. Contractual attorney's fee  | \$4,557.09  |
| 4. Actual court costs  | \$170       |

**TOTAL ASSESSMENT**

**\$29,175.11**

TOGETHER WITH COSTS AND INTEREST AT THE JUDICIAL RATE FROM THE DATE OF JUDGMENT TO THE DATE OF COLLECTION.

DATED: 7/30/03

  
\_\_\_\_\_  
Joseph M. Garemore, ESQUIRE  
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

DAIMLER CHRYSLER SERVICES NORTH AMERICA, LLC

VS.

REISING TRUCKING ENTERPRISES INC

COMPLAINT

Sheriff Docket #

14216

03-920-CD

COPY

SHERIFF RETURNS

NOW JUNE 26, 2003 AT 10:17 AM SERVED THE WITHIN COMPLAINT ON REISING TRUCKING ENTERPRISES INC., DEFENDANT AT RESIDENCE, 946 NEBO ROA, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NANCY REISING, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
------	-------------

34.21	SHERIFF HAWKINS PAID BY: ATTY CKJ# 53136
-------	--

10.00	SURCHARGE PAID BY: ATTY CK# 53137
-------	-----------------------------------

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2003

So Answers,



Chester A. Hawkins

Sheriff

ALL-STATE LEGAL®

"A"

LYONS, DOUGHTY & VELDHUIS  
A Professional Corporation  
Joseph M. Garemore, Esquire  
PA. I.D. NO. 66496  
1288 Route 73, Suite 310  
P.O. Box 1269  
Mt. Laurel, New Jersey 08054  
Telephone: 856-802-1488

ATTORNEYS FOR PLAINTIFF,  
DAIMLERCHRYSLER SERVICES NORTH  
AMERICA, LLC

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

DAIMLER CHRYSLER SERVICES NORTH  
AMERICA LLC  
1011 Warrenville Road  
Lisle, IL 60532

Plaintiff,

v.

REISING TRUCKING ENTERPRISES, INC.  
RD 2, Box 200  
Mahaffey, Pennsylvania 15757

Defendant.

NO. 2003-00920-CD

TO: Reising Trucking Enterprises, Inc.  
RD 2, Box 200  
Mahaffey, Pennsylvania 15757

DATE: July 17, 2003

NOTICE OF INTENTION TO TAKE DEFAULT

You are in default because you have failed to take action required of you in this case. Unless you act within ten (10) days from date of this notice, a judgment may be entered against you without hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or

telephone the following office to find out where you can get  
legal help:

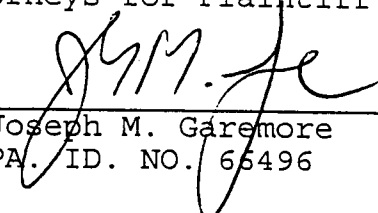
Keystone Legal Services  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
(800) 326-9177

LYONS, DOUGHTY & VELDHUIS P.C.  
A Professional Corporation  
Attorneys for Plaintiff

DATED:

7/17/03

BY:

  
\_\_\_\_\_  
Joseph M. Garemore  
PA. ID. NO. 66496

03-00371-0  
July 17, 2003  
QIC.frm

8005 6690 5000 0050 8002

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

7/17/03

Sent To: Reising Trucking Enterprises Inc  
 Street, Apt. No., or PO Box No. Rd 2 Box 200  
 City, State, ZIP+4 Mahaffey, PA 15757

PS Form 3811

Rev. 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Reising Trucking  
 Enterprises, Inc  
 Rd 2, Box 200  
 Mahaffey, PA 15757

2. Article Number  
 (Transfer from service label)

7003 0500 0005 0899 5038

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x Nancy Reising

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

NANCY REISING

C. Date of Delivery

7-19-03

D. Is delivery address different from item 1? ☒ Yes  
 If YES, enter delivery address below: ☐ No

946 Nebo Rd.  
 Mahaffey, PA 15757

3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

LYONS, DOUGHTY & VELDHUIS, P.C.  
Joseph M. Garemore  
PA. I.D. NO. 66496  
1288 Route 73, Suite 310  
P.O. Box 1269  
Mt. Laurel, New Jersey 08054  
Telephone: 856-802-1488

ATTORNEYS FOR PLAINTIFF,  
DAIMLERCHRYSLER SERVICES  
NORTH AMERICA, LLC

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

DAIMLERCHRYSLER SERVICES NORTH  
AMERICA, LLC

Plaintiff,

v.

REISING TRUCKING ENTERPRISES, INC.  
RD 2, Box 200  
Mahaffey, Pennsylvania 15757

Defendant.

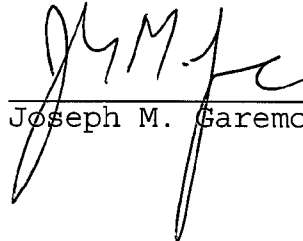
NO. 2003-00920-CD

AFFIDAVIT OF NON-MILITARY SERVICE

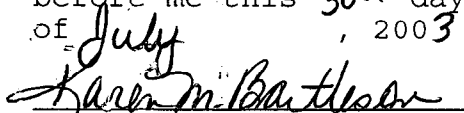
STATE OF NEW JERSEY                    )  
  ) S.S.  
COUNTY OF BURLINGTON                )

Joseph M. Garemore, being duly sworn according to law, deposes and says that he/she is the attorney who is conducting the litigation of the matter on behalf plaintiff; that he/she is authorized to make this Affidavit on behalf of plaintiff; that the defendant, Reising Trucking Enterprises, Inc. , has its place of business at RD 2, Box 200, Mahaffey, Pennsylvania 15757; and that the defendant (a corporation) is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

Affiant also certifies that the address of the plaintiff is  
DaimlerChrysler Services North America LLC 1011 Warrenville Road,  
Lisle, IL 60532.

  
\_\_\_\_\_  
Joseph M. Garemore

Sworn to and subscribed  
before me this 30<sup>th</sup> day  
of July, 2003.

  
\_\_\_\_\_  
Notary Public

**KAREN M. BARTLESON**  
Notary Public of New Jersey  
My Commission Expires June 15, 2005



OFFICE OF THE PROTHONOTARY

Court of Common Pleas  
230 E. Market Street  
Clearfield, PA 16830

William Shaw  
Prothonotary

TO:

Reising Trucking Enterprises, Inc.  
RD 2, Box 200  
Mahaffey, Pennsylvania 15757

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

DaimlerChrysler Services North  
America LLC  
1011 Warrenville Road  
Lisle, IL 60532

Plaintiff,

v.

REISING TRUCKING ENTERPRISES, INC.  
RD 2, Box 200  
Mahaffey, Pennsylvania 15757

Defendant.

NO. 2003-00920-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

William Shaw  
Prothonotary

03-00371-0/JMG

COPIES

[ X ] Judgment by Default

[   ] Judgment in Replevin

[   ] Judgment on Award  
of Arbitration

Findings

[ X ] Money Judgment-  
\$29,175.11

[   ] Judgment for Possession

[   ] Judgment on Verdict

[   ] Judgment on Court

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
Attorney: Joseph M. Garemore, Esquire at this telephone number:  
856-802-1488, x360.

QJ

03-00371-0  
July 29, 2003  
QJJ.frm

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

Daimler Chrysler Services North America, LLC  
Plaintiff(s)

No.: 2003-00920-CD

Real Debt: \$29,175.11

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Reising Trucking Enterprises, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 6, 2003

Expires: August 6, 2008

Certified from the record this 6th day of August, 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

All Case Types  
CLERK OF THE COURT REPORT FOR  
VIOLATIONS OF THE VEHICLE CODE  
Fines Part I

From 7/1/2003 to 7/31/2003

Number Inpt	Party Violation	Local Fines	State PSP	State Fine	County Fine	State Misc Fine
Paid: 7/3/2003						
00000078-CR	Burrell, Leonard L. Flashing signals [S]	VC3114A-S	L	12.50	12.50	
00000085-FP						
000000346-CR	Thomas, Jason Edward Careless driving [S]	VC3714A-S	L	8.60	8.60	
000000639-CR	Couteret, John William Driving under int. of a/c. (adult blood alc. >= 0.10	VC3731A4I-M/2	S	10.25	10.25	
000000639-CR	Couteret, John William Restraint systems (Driver/pas. > 4 yrs/seat belts	VC4581A2-S	S	10.00		
000000657-CR	Bloom, Daniel Mark Required financial responsibility [S]	VC1786F-S	L	25.00	25.00	
000000109-CR	Guthrie, Crystal Dawn Accidents involving death/per. injury (General rul	VC3742A-M/1	L	25.00	25.00	
000000769-CR	Knepp, Gary Lee Driving under influence of alcohol [M/2]	VC3731A1-M/2	S	3.55	3.56	
000000414-CR	Vargas, Rebecca Jean Driving on roads laned for traf. (Drive w/ sing. la	VC33091-S	S	25.00		
Paid: 7/7/2003						
000000869-CR	Sirfeit, John Edward Acc. involving damage to attended vehicle or pro	VC3743A-M/3	L	1174.10	1174.10	
00000700-CR	Clark, Gary Lee Jr. Fleeing or attempting to elude police officer [M/2	VC3733A-M/2	L	22.50	22.50	
000001223-CR	Stewart, Michael J. Acc. involving damage to unattended vehicle or	VC3745A-S	S	117.60		
000001223-CR	Stewart, Michael J. Careless driving [S]	VC3714A-S	S	25.00		
0001223-CR	Stewart, Michael J. Driving on roads laned for traf. (Drive w/ sing. la	VC33091-S	S	25.00		
00001078-CR	Pieison, Brian L. Driving while oper. priv. is susp. or rev. (DUI/refu	VC1543B1-S	L	50.00	50.00	
00000770-CR	Burkett, Jerry Earl Speeding (Excess posted speed limit) [S]	VC3362A3-S	S	45.00		
00000586-CR	Anderson, Erling John Driving under influence of alcohol [M/2]	VC3731A1-M/2	S	17.50	17.50	