

04-403-CD  
CENTER CAPITAL CORPORATION vs. BARRETT SANITATION, INC. et al.

Center Capital Corp vs Barrett Sanitation et  
2004-403-CD

William A. Shaw  
Prothonotary

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen, Farmington,  
Connecticut 06032,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 04 - - CD

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 LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641, ext. 5982

**Attorneys for Center Capital Corporation**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD  
COUNTY

V.

**Defendants.**

NOW COMES Plaintiff CENTER CAPITAL CORPORATION (“CENTER CAPITAL”), by and through its attorneys, and for its Complaint for Money Damages against Barrett Sanitation, Inc.(“BARRETT SANITATION”), Robert V. Barrett (“ROBERT BARRETT”), and Heather J. Barrett (“HEATHER BARRETT”) states as follows:

**PARTIES**

1. CENTER CAPITAL is a Connecticut corporation with its principal place of business at 3 Farm Glen, Farmington, Connecticut 06032.
2. Upon information and belief, BARRETT SANITATION is a Pennsylvania corporation with an address of HCI, Box 30, Madera, Pennsylvania 16661.
3. Upon information and belief, ROBERT BARRETT is a resident of Pennsylvania with an address of HC1 Box 30, Madera, Pennsylvania 16661.

4. Upon information and belief, HEATHER BARRETT is a resident of Pennsylvania with an address of HC1 Box 30, Madera, Pennsylvania 16661.

### **FACTS**

5. CENTER CAPITAL and BARRETT SANITATION entered into "Master Loan and Security Agreement No. 34683" dated September 11, 2002 (the "Master Loan and Security Agreement") and "Loan Schedule No. 01" dated September 11, 2002. See Exhibits A and B. Also attached is the "Delivery and Acceptance Receipt" for the equipment set forth in "Loan Schedule No. 01" (the "Equipment"). See Exhibit C. All attachments are true, correct and genuine copies of the originals.

6. BARRETT SANITATION agreed to make thirty-five (35) monthly payments of \$1,239.00 each, followed by one (1) payment of \$4,200.00, all as set forth in detail in Loan Schedule No. 01 of the Master Loan and Security Agreement.

### **COUNT I** **MONEY DAMAGES FOR BREACH OF CONTRACT**

7. CENTER CAPITAL realleges and restates Paragraph Nos. 1 through 6 as though fully set forth herein as Paragraph 7 of Count I of its Complaint.

8. CENTER CAPITAL has performed all of its obligations under Master Loan and Security Agreement No. 34683 and Loan Schedule No. 01 thereto.

9. BARRETT SANITATION defaulted under the Master Loan and Security Agreement for its failure to make the payment in the amount of \$1,239.00 due in July 2003 and all payments due thereafter under "Loan Schedule No. 01." See Section 6 of Master Loan and Security Agreement No. 34683.

10. The accrued amount of installments under "Loan Schedule No. 01" prior to the acceleration date of October 21, 2003 is \$4,956.00, consisting of four (4) payments due between July and October 2003. The present value of the twenty-three (23) payments to become due (after October 21, 2003) is \$26,856.16, using a discount rate of 6%. Thus, the total discounted balance due is \$31,812.16.

11. Late payment fees of \$247.80 are due and owing pursuant to Master Loan and Security Agreement No. 34683.

12. The equipment set forth in "Loan Schedule No. 01" was recovered and any sale proceeds will be applied once the equipment is sold.

13. For the monies due under "Loan Schedule No. 01," CENTER CAPITAL is entitled to statutory pre-judgment interest from October 21, 2003 until the date of judgment.

14. CENTER CAPITAL is also entitled to actual attorneys' fees pursuant to Master Loan and Security Agreement No. 34683.

15. CENTER CAPITAL has demanded from Defendant all monies due and owing under Master Loan and Security Agreement No. 34683 and "Loan Schedule No. 01" thereto.

**COUNT II**  
**BREACH OF GUARANTY AGAINST ROBERT BARRETT**

16. CENTER CAPITAL realleges and restates Paragraph Nos. 1 through 15 as though fully set forth herein as Paragraph 16 of Count II of its Complaint.

17. To induce CENTER CAPITAL to enter the Master Loan and Security Agreement with BARRETT SANITATION, ROBERT BARRETT personally guaranteed all of BARRETT SANITATION'S obligations under the Master Loan and Security

Agreement. See Exhibit D attached hereto. Exhibit D is a true, correct and genuine copy of the original.

18. CENTER CAPITAL has performed all of its obligations under Master Loan and Security Agreement No. 34683 and Loan Schedule No. 01 thereto.

19. ROBERT BARRETT has breached his guaranty of the obligations of BARRETT SANITATION under the Master Loan and Security Agreement for his failure to make the payments due.

20. ROBERT BARRETT is indebted to CENTER CAPITAL pursuant to the Guaranty in the amount set forth in Count I.

**COUNT III**  
**BREACH OF GUARANTY AGAINST HEATHER BARRETT**

21. CENTER CAPITAL realleges and restates Paragraph Nos. 1 through 20 as though fully set forth herein as Paragraph 21 of Count III of its Complaint.

22. To induce CENTER CAPITAL to enter the Master Loan and Security Agreement with BARRETT SANITATION, HEATHER BARRETT personally guaranteed all of BARRETT SANITATION'S obligations under the Master Loan and Security Agreement. See Exhibit E attached hereto. Exhibit E is a true, correct and genuine copy of the original.


23. CENTER CAPITAL has performed all of its obligations under Master Loan and Security Agreement No. 34683 and Loan Schedule No. 01 thereto.

24. HEATHER BARRETT has breached her guaranty of the obligations of BARRETT SANITATION under the Master Loan and Security Agreement for her failure to make the payments due.

25. HEATHER BARRETT is indebted to CENTER CAPITAL pursuant to the Guaranty in the amount set forth in Count II.

WHEREFORE, CENTER CAPITAL CORPORATION respectfully requests that this Court enter judgment in its favor and against Barrett Sanitation, Inc., Robert V. Barrett, and Heather J. Barrett, jointly and severally, as follows:

- a) Awarding Center Capital \$31,812.16 for the total discounted balance due for all past due installments and future installments to become due;
- b) Awarding Center Capital attorneys' fees and costs;
- c) Awarding Center Capital late fees of \$247.80;
- d) Awarding Center Capital statutory pre-judgment interest from the default date of October 21, 2003 through the date of judgment;
- e) Awarding such other relief as this Court deems just.

  
James A. Naddeo  
Attorney for Plaintiff

Attorney for Center Capital Corporation

By: James A. Naddeo, Esq.

VERIFICATION

I, Craig Enright, Assistant Vice President, Collections & Equipment Recovery for CENTER CAPITAL CORPORATION, hereby verify that I have read the foregoing Complaint for Money Damages and Replevin and that insofar as the facts contained herein are based upon information within my own judgment, they are true and correct; insofar as they are based upon the expertise of Counsel, I have relied upon counsel in making this verification. I understand that this verification is made subject to the provisions of 18 Pa. C.S.A. §4904, pertaining to unsworn falsification to authorities.

CENTER CAPITAL CORPORATION

BY: 

Title: Assistant Vice President  
Collections & Equipment Recovery

DATE: 3/16/04

**REPOSSESSION CHECKLIST****CONTRACT ACCELERATION**DATE: 10/17/2003Contract Number: 34683-1Net Investment: \$31,463.65Division: EnvironmentalCustomer Name: Barret Sanitation  
RearloaderEquipment: 1994 Ford L8000 w/ 25Yd. HeilDate Account Accelerated: 10/21/2003Collections Manager: C. EnrightDate: 10/17/2003Division Head: R. MarinoDate: 10/17/2003

Credit Executive: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Voluntary / Self Help / Repossession (circle one) Comments: Peaceful Surrender

Legal Referral Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Legal: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**EQUIPMENT REPOSSESSION**

Date of Repossession: \_\_\_\_/\_\_\_\_/\_\_\_\_

Equipment Location: \_\_\_\_\_

Deliver to location: \_\_\_\_\_

Remarketing Mgr: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Division Head: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Hold Harmless Agreement Rcvd: YES / NO / n/a

Consignment Agreement/UCC Filing: YES / NO / n/a

Remarketing Mgr: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Equip Rcvd: \_\_\_\_/\_\_\_\_/\_\_\_\_ Overall Condition: Very Good / Fair / Poor \_\_\_\_\_

Condition Report Rcvd: \_\_\_\_/\_\_\_\_/\_\_\_\_ Pictures Rcvd: \_\_\_\_/\_\_\_\_/\_\_\_\_ Repair Estimate Rcvd: \_\_\_\_/\_\_\_\_/\_\_\_\_

Remarketing Mgr: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Estimated Value w/ Repairs: \$ \_\_\_\_\_

Estimated Value w/o Repairs: \$ \_\_\_\_\_

Decision to Repair: YES / NO (circle one)

Repair Amount Authorized: \$ \_\_\_\_\_

Inventory Valuation: \$ \_\_\_\_\_

Remarketing Mgr: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Division Head: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Senior Risk Manager or President: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**NOTICE OF SALE / TITLE**

Date UCC Search Rqstd: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date Rcvd: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date Notice of Sale Sent: \_\_\_\_/\_\_\_\_/\_\_\_\_

Titled Equipment: YES / NO

Title in File: YES / NO

Repo Title Needed: YES / NO

Date Rqstd: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Rcvd: \_\_\_\_/\_\_\_\_/\_\_\_\_

Affidavit of Repo: Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ACCEPTANCE of OFFERS**

Cash Accepted: \$ \_\_\_\_\_

Buyer: \_\_\_\_\_

Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Check # / Wire #: \_\_\_\_\_

Financed Amount: \$ \_\_\_\_\_

Customer: \_\_\_\_\_

Date Booked: \_\_\_\_/\_\_\_\_/\_\_\_\_

New Account #: \_\_\_\_\_

Remarketing Mgr: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Division Head: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Senior Risk Manager or President: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Legal: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Title Sent: \_\_\_\_/\_\_\_\_/\_\_\_\_

UCC Release Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## DEFAULT SHEET

Customer Name: BARRETT SANITATION, INC PG: ROBERT BARRETT  
Address: HCI BOX 30 Address: HCI BOX 30  
MADERA, PA 16661 MADERA, PA 16661  
Phone #: 814-378-2010 PG: HEATHER BARRETT  
Fax #: \_\_\_\_\_ Address: HCI BOX 30  
Collateral: 1994 Ford L8000 Truck 25 Yd Heil Rearloader MADERA, PA 16661  
Vendor: TRUCKS & PARTS OF TAMPA Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Orig. N.I.: \$ 41,821.25 1<sup>st</sup> Pymt Date: 9/1/02 Next Due Date: 7/1/03  
Orig. Term: 36 @ \$ 1,239.00 Remaining Term: 27 @ \$ 1,239.00  
@ \$ @ \$0  
Current N.I.: \$31,463.65 at 10/15/03 Accelerated Balance \$32,059.96  
Coll. Value: OLV: \$30,000.00 Per diem: \$15.69  
Exposure / Equity: \$0.00  
Bankruptcy: 7 \_\_\_\_\_ 11 \_\_\_\_\_ 13 \_\_\_\_\_ Date of Filing: \_\_\_\_\_ Case #: \_\_\_\_\_  
State \_\_\_\_\_ District: \_\_\_\_\_ Peaceful Surrender: Y X N \_\_\_\_\_  
LLW in File: Y \_\_\_\_\_ N \_\_\_\_\_ UCC Search: Y \_\_\_\_\_ N \_\_\_\_\_ PMSI: Y X N \_\_\_\_\_  
Title: Y X N \_\_\_\_\_ Requested: Y \_\_\_\_\_ N \_\_\_\_\_ Repo Title: Y \_\_\_\_\_ N \_\_\_\_\_  
Debtor's Counsel \_\_\_\_\_ Phone # \_\_\_\_\_ Fax #: \_\_\_\_\_  
CCC's Counsel: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax #: \_\_\_\_\_

Comments: CUSTOMER REPORTEDLY TO SURRENDER COLLATERAL. ONCE SECURED, NEED TO PREPARE  
UCC NOTICE OF SALE AND OBTAIN REPO TITLE.

2/24 In our possession

**BARRETT SANITATION, INC**

Date of Acceleration

10/21/03

**Schedule 001**

Payment Amount: \$1,239.00

Payments Remaining: 27

Per Diem: \$15.69

\$4,956.00 (4) Payments Due (7/1/03 - 10/1/03)

\$26,856.16 23 Payments @ 6% Discount Rate

---

**\$31,812.16** Discounted Balance

\$0.00 Misc. Repo Expenses

\$247.80 Late Charges

---

**\$247.80** Total Misc. Charges

\$0.00 Interest accrued:

---

**\$32,059.96** Total Due at 10/21/03 Per Diem: \$15.69

Equipment Sale Proceeds

---

**\$32,059.96** Total Due at Per Diem:

\$0.00

\$0.00 Total Due at

\$32,059.96 Accelerated Balance Transferred to Workout Application

\$15.69 Per Diem Amount Transferred to Workout Application

Loan Schedule No. 01

## LOAN SCHEDULE

THIS LOAN SCHEDULE (the "Schedule"), dated September 11, 2002, by and between BARRETT SANITATION, INC. ("Borrower") and CENTER CAPITAL CORPORATION ("Lender") is issued pursuant to Master Loan and Security Agreement No. 34683 dated September 11, 2002 (the "Agreement"), the terms and conditions of which are incorporated herein and made a part hereof by reference. (Terms used herein as proper terms, i.e. with an initial capital letter, yet which are not defined herein, shall have the meanings ascribed to such terms in the Agreement.)

To secure payment and performance of all Obligations and indebtedness of Borrower to Lender contained herein and in the Agreement, Borrower hereby grants to Lender a security interest in the goods, personal property and/or fixtures set forth below, together with all accessories, attachments, and accessions now or hereafter affixed thereto, and all substitutions and replacements thereof (the "Equipment"), and all proceeds and insurance proceeds thereof, plus any and all chattel paper, accounts, contract rights, payment intangibles and general intangibles arising from the sale, lease, or other disposition thereof. Effective upon Borrower's execution of this Schedule, Borrower authorizes Lender to file, on one or more occasions, a UCC financing statement(s) relating to equipment or goods for which Lender has been asked to consider providing financing on behalf of Borrower whether under this Schedule or another schedule, whether under the Agreement or another loan or lease agreement. Lender agrees to promptly terminate any such financing statements filed pursuant to the preceding sentence for equipment/goods which are not actually financed by Lender.

Equipment Description: One (1) 25 Yd Heil Rearloader, S/N: 3A-4876-2B Mounted on One (1) 1994 Ford L8000 Truck, VIN: 1FDZW82E3RVA12071 and any and all accessories, accessions, substitutions, replacement parts, replacements, attachments, proceeds and insurance proceeds.

Equipment Location: HCI, Box 30, Madera, PA 16661.

Vendor: Trucks and Parts of Ohio, 9206 US RT 40 West, New Paris, OH 45347.

Approval Date: September 10, 2002.

FOR VALUE RECEIVED, Borrower promises to pay to the order of Lender, the principal sum of Forty-One Thousand Eight Hundred Twenty-One Dollars and Twenty-Five Cents (\$41,821.25), together with interest on the portion thereof outstanding from time to time. The date upon which Lender advances funds in connection with this Schedule is called the "Advancement Date". Installments (as described below) shall be payable in arrears commencing on the First Payment Due Date, or such later date as Lender may indicate below as the Commencement Date. (As used herein, the term "First Payment Due Date" shall mean: (i) the first day of the month immediately succeeding the Advancement Date, if the Advancement Date falls on any of the first fourteen (14) calendar days of a month, or (ii) the fifteenth (15th) day of the month immediately succeeding the Advancement Date if the Advancement Date falls on any calendar day of the month later than the fourteenth (14th) day of a month.) Such installments shall continue on the same day of each and every month thereafter until the Loan is paid in full. Borrower shall make Thirty-Six (36) consecutive payments of principal and interest as follows: Thirty-Five (35) payments, each in the amount of One Thousand Two Hundred Thirty-Nine Dollars and No Cents (\$1,239.00) followed by One (1) payments, each in the amount of Four Thousand Two Hundred Dollars and No Cents (\$4,200.00). Interest shall be computed on the basis of a year equal to 360 days and actual days elapsed (including the first day but excluding the last) occurring in the period for which payable. All amounts coming due hereunder shall be paid in U.S. funds drawn on a United States financial institution.

Concurrently with the execution of this Schedule, Borrower is delivering to Lender the amount of the Concurrent Payment shown below, the same to be held by Lender for the faithful performance of Borrower's obligations hereunder. The Concurrent Payment may be commingled with Lender's general funds, may be held by Lender, at Lender's option, in a non-interest bearing account, and shall not be deemed a reduction of the principal sum of this Schedule, for the purpose of calculating interest or otherwise, until applied by Lender to the payment of the final monthly installment(s). Upon the occurrence of an Event of Default, Lender may, at its option, apply the Concurrent Payment to any of Borrower's obligations in such order as Lender may, in its sole discretion, determine.

Concurrent Payment: \$4,200.00.

TIME IS OF THE ESSENCE and if any payment is not made in full within ten (10) days of its due date, a late charge of five percent (5%) of the amount past due shall automatically become payable by Borrower, but in no event shall any late fee exceed an amount determined in strict accordance with any state of federal statute applicable hereto. Lender shall have no obligation to accept any payments hereunder not accompanied by all outstanding late payment fees. Borrower acknowledges that the late payment fee is not imposed as a charge for the use of money, but to permit Lender to offset its administrative expenses and other costs incurred in dealing with loans not paid on time. The late payment fee is in no way intended to be nor shall it be deemed to be an interest charge. In the event of a default under this Schedule or the Agreement, this Schedule shall become immediately due and payable.

NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, BORROWER'S VIOLATION OF OR FAILURE TO COMPLY WITH THE INSURANCE PROVISIONS OF SUBSECTIONS 4(f) AND 4(g) THEREOF SHALL CONSTITUTE AN IMMEDIATE EVENT OF DEFAULT THEREUNDER WITH NO CURE PERIOD EXCEPT AS LENDER MAY THEN AGREE TO IN WRITING.

Borrower acknowledges that Lender (and/or Lender's affiliates) may offer one or more types of insurance programs as a service to its customers. Borrower agrees that Lender may use copies of, or the information contained in, Borrower's insurance policies, binders, rates and declaration pages, and/or information concerning expiration dates of coverage, in order to solicit or sell insurance, or provide such information to third parties (including Lender's affiliates) in connection with such third parties' solicitation or sale of insurance.

loansch.not "fwd" 11/00 [for use with Master Security Agreement: either Preprinted format or (master.sec)]

NOT FOR USE IN: NEW HAMPSHIRE, VERMONT, GEORGIA, TENNESSEE, TEXAS OR LOUISIANA

To the extent permitted by applicable law, upon the occurrence of an Event of Default and any resulting calculation of the amount due and payable hereunder, Borrower shall be obligated to pay to Lender an amount equal to the sum of: (i) all accrued but unpaid installments coming due prior to the date of such payment, plus all accrued late charges and other amounts then due and payable hereunder and under the Agreement, (ii) any taxes and other amounts then assessable pursuant hereto or to the Agreement, and (iii) all future installments to become due hereunder discounted to present value at a rate of interest equal to Six and 0/100 percent (6%).

Notwithstanding anything contained herein or in the Agreement to the contrary, it is the intention of Lender and Borrower that Borrower be allowed to prepay the Loan evidenced by this Schedule. ANY SUCH PREPAYMENT SHALL BE ACCORDING TO THE FOLLOWING TERMS: The Loan may be prepaid, in whole only, prior to its stated maturity, by Borrower's tendering to Lender payment in good funds of an amount equal to the sum of: (i) all accrued but unpaid interest, late charges and other amounts payable or assessable under the Agreement or the Schedule, (ii) the outstanding principal balance of the Loan (the "Principal Balance"), and (iii) a prepayment premium equal to the product of the "Premium Percentage" and the original principal amount of the Loan as indicated above. (As used herein, the term "Premium Percentage" shall be equal to the product of (a) 1%, and (b) the number of (full or partial) years remaining in the term of the Loan, with any partial year counting as one full year for purposes hereof.)

Lender and Borrower intend to conform to applicable usury laws and any interest or other amounts payable under this Schedule shall, if necessary, be subject to reduction to the highest amount not in excess of the maximum nonusurious amount allowed under such usury laws. It is the intention of both Borrower and Lender that this Schedule, having been negotiated (either telephonically or in person) with Lender at its executive offices in Connecticut, to be performed by Borrower's remittance of payment to Connecticut, and to have no effect until accepted by Lender at its Connecticut offices, shall be governed by and interpreted in accordance with the laws of the State of Connecticut.

Lender shall have the right to correct any patent errors in and to fill in any blanks left in this Schedule, in the Agreement or in any document executed in connection therewith. Any conflict between the terms of this Schedule and the Agreement shall be resolved in favor of the this Schedule.

Borrower and any and all others liable for all or any part of the Obligation evidenced hereby, severally waive presentment for payment, demand, notice of nonpayment and demand, protest, and notice of protest, acceleration or dishonor and agree that the time of payment hereof may be extended and any collateral given as security may be released, from time to time, one or more times, without notice of such thereof and without further consent.

In the event of commencement of suit to enforce payment or performance of this Schedule, Borrower shall pay Lender, in addition to the unpaid amounts due hereunder or under the Agreement, the expenditures incurred by Lender, including, without limitation, attorney(s)' fees and court costs.

**DEFAULT-RELATED NOTICES:** Lender and Borrower, as a material part of the consideration for this Loan, expressly agree that if one or more Events of Default occur under the Agreement, under this or any other Schedule (before or after this one), and Lender sends written notice to Borrower of the default or any related matter (including, notice of public or private sale of any of the Equipment), then the provisions of Section 15 of the Agreement as they relate to such notice(s) will be deemed automatically amended to omit the phrase "(absent a return of the item)". As a result, any such notice shall (if otherwise compliant with Section 15) be deemed given on the fifth day after being deposited in the United States mail, postage prepaid, and classified as certified mail, return receipt requested, regardless of whether the item is later returned.

The delivery of this Schedule or any other agreement in connection herewith does not, absent express wording to such effect, constitute an offer to lend money. The credit approval underlying this borrowing is not perpetual and is subject to expiry should the Equipment not be delivered to and accepted in writing by Borrower within seventy-five (75) days of the Approval Date shown above or if any event described in section 12 of the Agreement occurs. In any such event, Lender's obligations to Borrower in connection herewith may cease in accordance with section 12 of the Agreement. In addition, if all items of Equipment are not delivered, installed and accepted within thirty (30) days of the Approval Date set forth above, Lender shall have the right to adjust the interest rate upon which the installment payments shown above are based to reflect increased costs of funds.

Borrower hereby represents to Lender that it is a commercial, non-consumer borrower, that the Equipment will not be used for personal, family or household purposes and, further, ratifies and affirms all of the covenants and provisions of the Agreement.

IN WITNESS WHEREOF, this Schedule is executed this X 17 day of X September, 2002.

BARRETT SANITATION, INC. (BORROWER)  
ADDRESS: HCI, Box 30, Madera, PA 16661

BY: X Robert V. Barrett  
Robert V. Barrett  
TITLE: President

ACCEPTED: CENTER CAPITAL CORPORATION (LENDER)  
(NOT AN INDORSEMENT)

BY: [Signature]  
TITLE: Patricia Obie

Assistant Vice President  
Contracts & Funding Operations

# CENTER CAPITAL CORPORATION™

## MASTER LOAN AND SECURITY AGREEMENT NO. 34683

LENDER: CENTER CAPITAL CORPORATION  
4 Farm Springs Road  
Farmington, CT 06032

DATE: September 11, 2002  
BORROWER: Barrett Sanitation, Inc.  
ADDRESS: HCI, Box 30  
CITY/STATE/ZIP: Madera, PA 16561

in consideration of the mutual covenants set forth in this Agreement, and intending to be legally bound, Lender and Borrower agree as follows:

1. **BORROWINGS; TERM.** Subject, in each instance, to Lender's prior written approval, the same to be granted or withheld at Lender's sole and exclusive discretion, it is the intention of Lender and Borrower that, from time to time, Borrower shall execute in favor of Lender one or more attachments hereto, each to evidence an additional indebtedness (each a "Loan", collectively the "Loans") owed by Borrower to Lender, each such attachment to be called a Loan Schedule (individually a "Schedule", if more than one, "Schedules"). Each Schedule shall incorporate the terms of this Agreement by reference and shall, in conjunction herewith, be deemed to be a separately enforceable contract.

This Agreement shall be effective on the date of execution by Borrower and shall continue in effect until such time as all of Borrower's Obligations (as defined below) have been fully performed or otherwise discharged.

2. **GRANT OF SECURITY INTEREST.** To secure the full and timely payment and performance of all present and future obligations, liabilities and indebtedness of Borrower to Lender arising hereunder and under each Schedule (the "Obligations"), Borrower hereby grants to and creates in favor of Lender a security interest in: (a) the goods, chattels, personal property and/or fixtures set forth in such Schedule, together with all replacements and substitutions therefor and accessories, attachments and accessions now or hereafter affixed thereto (collectively, the "Equipment"); (b) all proceeds (cash and non-cash), insurance proceeds and any and all chattel paper, accounts, contract rights, instruments, payment intangibles and general intangibles arising from the sale, lease, rental (including providing the Equipment to a third party under a contract of service) or other disposition of the Equipment (collectively, the "Proceeds") and (c) any Concurrent Payment or security deposit given by Borrower to Lender in connection with the Schedule. (A security deposit, if required, shall not bear interest, may be commingled with other funds of Lender and shall be immediately restored by Borrower if applied to any of the Obligations.)

As additional security for Borrower's performance of the Obligations, Borrower also hereby grants to Lender a security interest in all personal property, collateral, goods, accounts, chattel paper or other things in which Lender has or may acquire hereafter a security interest whether under any other if the Schedules or otherwise (the "Additional Collateral").

All of the things referred to in this Section 2 are at times hereinafter referred to collectively as the "Collateral". Lender shall not be obligated to release its security interest in any of the Collateral until all obligations existing hereunder or under the Schedule(s) are satisfied in full. Nothing contained herein shall be deemed to authorize Borrower to sell, lease or dispose of the Equipment. Borrower authorizes Lender to file, on one or more occasions, one or more financing statements describing the Collateral, including any equipment or goods which may be pledged to Lender as collateral hereafter.

3. **REPRESENTATIONS AND WARRANTIES.** Borrower represents that all financial and other information furnished to Lender by or on behalf of Borrower was, at the time of delivery, true and correct and that, except as has been made known to Lender, no material adverse change in Borrower's financial or operating condition has occurred since such information was provided. Borrower, if an individual, has previously provided Lender with or has authorized a third party to provide Lender with a social security number with the understanding that the same would be used to obtain credit bureau reports and information such as that described in the following sentence. Borrower hereby ratifies and consents to such

conduct and, going forward, Borrower hereby authorizes Lender, from time to time, to conduct such credit inquiries regarding Borrower's credit status as Lender shall deem necessary including, without limitation, requesting credit reports from credit bureaus, contacting banks, lenders and other financial institutions for trade references and for information on bank account, loan and lease balances and similar information. If Borrower is not an individual but is a corporation, partnership, limited liability company or other legal entity (an "Entity"): it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation/organization, it is duly qualified to do business in each jurisdiction where any Equipment, is, or is to be, located, and it has full power and authority to perform its obligations under this Agreement and each Schedule. The execution, delivery and performance by Borrower of this Agreement and each Schedule has been duly authorized by all necessary action on the part of Borrower, is not inconsistent with its Certificate or Articles of Incorporation or Organization, Charter, By-Laws, Operating Agreement, etc., does not violate any law or governmental rule, regulation or order applicable to Borrower, does not and will not contravene any provision of, nor constitute a default under, any indenture, mortgage, contract or other instrument to which it is bound, and upon execution and delivery hereof, will constitute a legal, valid and binding agreement of Borrower, enforceable in accordance with its terms. No action by any state, federal or other governmental authority or agency is required with respect to the execution, delivery and performance by Borrower of this Master Loan and Security Agreement or any Schedule. Borrower is not in default in any material respect under any loan agreement, mortgage, lease, deed or other similar agreement relating to the borrowing of monies or by which it or its assets may be bound, nor is Borrower in violation of any applicable law, rule regulation or order, and no action or proceeding which may materially adversely affect Borrower, its operational or financial condition, its assets or the Collateral is pending or threatened. Borrower has good, indefeasible and merchantable title to and ownership of the Equipment, free and clear of all liens and encumbrances except those of Lender. No representation or warranty by or, with Borrower's knowledge, on behalf of Borrower contained herein or in any certificate or other document furnished by Borrower pursuant hereto, in connection with the transactions contemplated hereunder, contains any untrue statement of material fact, or omits to state a material fact necessary to make it not misleading, or necessary to provide Lender with proper information as to Borrower and its affairs. **THE FOREGOING REPRESENTATIONS AND WARRANTIES OF BORROWER SHALL BE EFFECTIVE AS OF THE DATE HEREOF, AND SHALL ALSO BE DEEMED CONTINUING AND EFFECTIVE AS IF RESTATED ON THE DATE OF EXECUTION OF EACH SCHEDULE.**

4. **COVENANTS.** Borrower and Lender agree that, at all times during the term of this Agreement, the following provisions shall be applicable:

(a) Borrower shall maintain and keep its principal place of business and its chief executive office, as well as its records concerning the Equipment, in the State in which the address set forth above is located. Borrower shall keep the Equipment only at the above address or such other address as may be shown on the Schedule(s) as the Equipment location (the "Premises"). Borrower may change any of the foregoing locations only if it has given Lender thirty (30) days' prior written notice, any new location to be within the continental United States only.

(b) Borrower shall cause the Equipment to be maintained and preserved in good condition, repair and working order, ordinary wear and tear excepted, and shall permit the Equipment to be used only by trained and competent operators employed by Borrower, all in accordance with manufacturer's specifications and procedures, any applicable insurance requirements and any applicable governmental laws, rules or regulations, and available, together with the records relative thereto, for inspection by Lender.

which shall be entitled to: (i) inspect the Equipment, (ii) copy the records relative to the Equipment, and (iii) upon Borrower's default, demonstrate the Equipment to third parties at the Premises or at such other location where the same may be located.

(c) Borrower shall not affix or permit the Equipment to become affixed to real estate or to any other equipment or goods.

(d) Borrower agrees to pay or reimburse Lender on demand for its costs and out of pocket expenses relating to any lien or similar searches undertaken by Lender, or any filing, recording, stamp fees or taxes arising from the filing or recording of any such instrument or statement and any other costs, expenses or charges incurred by Lender in documenting, administering and terminating this Agreement.

(e) Borrower shall retain use and ownership of and keep the Equipment, free and clear of all liens or encumbrances of any nature whatsoever. Borrower will defend such title against the claims and demands of all persons. Borrower will faithfully preserve and protect Lender's security interest in the Collateral and will, at its own cost and expense, cause said security interest to be perfected and continued, and for such purpose Borrower will, from time to time, at the request of Lender and at the expense of Borrower, make, execute, acknowledge and deliver, and file or record, or cause to be filed or recorded, in the proper filing places, all such instruments, documents and notices, including without limitation such financing statements and continuation statements, as Lender may deem necessary or advisable. Borrower will do all such other acts and things and make, execute, acknowledge and deliver all such other instruments and documents, including without limitation further security agreements, pledges, endorsements, assignments and notices, as Lender may deem necessary or advisable, from time to time, in order to perfect and preserve the priority of said security interest as a first lien security interest in the Collateral prior to the rights of all others.

(f) Borrower shall bear the entire risk of loss of, damage to, or destruction of, the Equipment. Borrower will insure the Equipment against all risk of loss in an amount not less than the full replacement value thereof, with insurers acceptable to Lender. Lender, its successors and assigns (as their interests may appear) shall be named as loss payee thereunder and the policies shall be endorsed in favor of Lender with such loss payable rider as Lender may designate, which shall provide that no breach of policy warranties or conditions shall impair or result in the cancellation of such insurance as to Lender. The original or certified copies of policies or evidence of insurance shall be delivered to Lender and shall provide that they may not be materially altered to Lender's detriment, cancelled or nonrenewed without thirty (30) days' written notice to Lender. Borrower hereby assigns to Lender all monies which may become payable on account of such insurance, including, without limitation, any return of unearned premiums which may be due upon cancellation of any such insurance, and directs the insurers to pay Lender any amount so due. Borrower authorizes Lender apply the proceeds of any property insurance coverage to the amount then outstanding on the applicable Schedule(s) or, in the event that such proceeds are insufficient to pay in full the amounts due and owing under such Schedule(s), to hold the proceeds of any insurance as a security deposit in its suspense accounts, commingled with other funds, applying same from time to time in reduction of the Obligations in such order of maturity as Lender may determine. Borrower hereby authorizes and irrevocably appoints Lender as Borrower's attorney-in-fact, coupled with an interest, with full power of substitution, for the purpose of endorsing any draft or check which may be payable to Borrower in order to collect the proceeds of such insurance or any return of unearned premiums. This power is delegable by Lender to its agent. Borrower agrees that a photocopy of this Agreement, when attached to any other document, shall be evidence upon which any third party may rely in connection with the Lender's authority to act hereunder. This power of attorney shall not be exercised so long as no Event of Default (as defined below) has occurred and is continuing. Insurance shall be maintained in accordance with this paragraph so long as any of the Obligations remains unpaid or unperformed.

(g) Borrower shall maintain public liability insurance in an amount not less than \$300,000.00. The original or certified copies of the policies or evidence of insurance shall be delivered to Lender and shall provide that they may not be cancelled without thirty (30) days' written notice to Lender. Insurance shall be maintained in accordance with this paragraph so long as any of the Obligations remains unpaid or unperformed.

(h) Upon the occurrence and during the continuation or existence of any Event of Default, Borrower shall, promptly upon demand by Lender, assemble the Collateral and make it available to Lender at the place or places reasonably designated by Lender. The right of Lender to have the Collateral assembled and made available to it is of the essence of this Agreement and Lender may, at its election, enforce such right by an action for specific performance.

(i) Lender shall have no duty to collect or protect the Collateral or any part thereof beyond exercising reasonable care in the custody of any Collateral actually in the possession of Lender.

(j) Borrower shall maintain a system of accounts reasonably acceptable to Lender and shall, within 120 days of the end of each fiscal year, deliver to Lender financial statements in such form as Lender may require. Borrower shall deliver such other financial information in such form, content and frequency as Lender may reasonably require and Borrower hereby grants to Lender the right to examine and audit the books of the business of Borrower at any reasonable time, to make copies thereof and to converse with Borrower's officers, employees, agents and independent accountants.

If Borrower fails to observe or perform any of the Obligations, covenants or agreements contained in this Agreement, Lender may, in addition to any other remedy, take whatever action is deemed necessary to remedy such failure. Should such action require the expenditure of monies to protect and preserve Lender's interest in the Equipment (including but not limited to procurement of insurance, payment of insurance premiums, repairs, storage, transportation, removal of liens, etc.), the amount of such expenditure shall become one of the Obligations due and payable on demand with interest thereon at the lesser of 18% per annum or the highest rate allowed under applicable law until repaid. In particular, yet without limitation, should Borrower fail or cease to provide any of the required insurance coverage, Lender may obtain coverage from any insurance company selected by Lender for part or all of the term of any Schedule for such period during and beyond the term as required by the insurance company issuing such coverage protecting interests of Lender and Borrower, or the interest of Lender only. If Lender takes any action described in this paragraph, Lender shall not be liable to Borrower for damages of any nature whatsoever.

**5. LIMITATION OF LIABILITY; INDEMNIFICATION.** Lender shall not be liable for any indirect, special or consequential damages resulting from or arising out of, or alleged to arise out of, this Agreement or any breach hereof, nor shall Lender be liable for any direct, indirect, special or consequential damages or loss resulting from or arising out of, alleged to arise out of, the sale, financing, possession, delivery, non-delivery, installation, use, operation, repossession, or disposition of the Equipment, or from any defects in, failures, malfunctions, repairs, replacements or alterations thereof (collectively, the "Indemnified Matters"). Borrower hereby indemnifies and holds Lender, its employees, officers, directors and agents harmless from and against any and all claims or suits (including, but not limited to those sounding in negligence, strict liability or any similar doctrine, and patent or copyright infringement) for any loss, damage, or injury sustained or allegedly sustained by any person in connection with the Indemnified Matters and, in this connection, shall pay the costs of all legal fees and all out of pocket costs and expenses incurred by Lender. This covenant of indemnity shall continue in full force and effect from the date of Borrower's execution of this Agreement and shall survive the expiration, performance, acceleration, or termination of this Agreement and/or any Schedule.

**6. EVENTS OF DEFAULT.** The occurrence of any one or more of the following shall constitute an "Event of Default":

- (i) The failure to pay any installment(s) due hereunder or under one or more of the Schedules on the due date therefor;
- (ii) The breach of any term covenant, warranty or representation contained in this Agreement which is required to be performed or observed by Borrower and which failure is not cured to Lender's reasonable satisfaction within the (10) days after the giving of notice by Lender to Borrower of such failure;
- (iii) The failure of Borrower to pay any other obligation or perform any other material agreement to Lender however arising;
- (iv) With respect to the Borrower, the Equipment or a substantial part of Borrower's assets: (A) an application is made by Borrower or any other person for the appointment of a receiver, trustee, custodian, or assignee for the benefit of creditors, (B) a petition in Bankruptcy or under any similar law is filed, (C) there is a subjection to attachment, sequestration, seizure, levy, writ, distress warrant or other process, or (D) the Equipment or the Borrower's assets come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and, in the case of any such action by any third party, the same is not dismissed within sixty (60) days of being made or filed;
- (v) Without the prior written approval of Lender: (i) the change of or commencement of: a reorganization, a reincorporation, a merger with any other entity or a change of Borrower's state of principal residence, if an individual, or (ii) the change of or commencement of

a change of Borrower's state of organization and/or chief executive office, if an Entity:

- (vi) The death or judicial declaration of incompetence of the Borrower, if an individual; the death or judicial declaration of incompetence of any individual guarantor or the occurrence of any event described in item 6 (iv) above with respect to any guarantor, whether individual or otherwise;
- (vii) Any attempted sale, dissolution or other disposition of: (A) the ownership of Borrower if Borrower is a sole proprietorship, or (B) a controlling interest in Borrower if Borrower is an Entity (as defined above);
- (viii) There occurs a material, adverse change in the financial or operating condition of Borrower or that of any guarantor; or
- (ix) Borrower ceases to conduct its business, or is enjoined, restrained or in any way prevented by court order or other process of law from conducting all or any material part of its business.

Upon the occurrence of an Event of Default, the Obligations under any or all Schedules may, at the option of Lender and without demand, notice, or legal process of any kind, be accelerated, and shall immediately become, due and payable.

**7. RIGHTS AND REMEDIES.** If one or more Events of Default shall occur and be continuing or shall exist then Lender shall have such rights and remedies in respect of the Collateral or any part thereof as are provided to secured parties by the Uniform Commercial Code ("UCC") as in effect in any jurisdiction where any collateral may be found, and such other rights and remedies in respect thereof which it may have at law or in equity or under this Agreement, including, but not limited to, the right to: (i) apply any security deposit or Concurrent Payment amount then available to any amount then outstanding with or without notice to Borrower, (ii) enter any location(s) where the Collateral is located and take possession of it without demand or notice and without prior judicial hearing or legal proceedings, which Borrower hereby expressly waives, (iii) sell all or any portion of the Collateral in the possession of Lender at the time of, or which may be surrendered to or recovered by Lender following an Event of Default, at any broker's board or at public or private sale, with ten (10) days' prior written notice to Borrower, at such time or times and in such manner and upon such terms, whether for cash or on credit, as Lender, in its sole judgment, reasonably exercised, may determine, (iv) require Borrower, at its own expense, to assemble the Collateral pursuant to subsection 4(h) above and deliver it immediately, free and clear of all liens, encumbrances and rights of others, to a location specified by Lender (all Collateral to be in the same condition as when delivered to Borrower, ordinary wear and tear excepted), (v) require Borrower to pay all expenses of any sale, taking, keeping and storage of the Collateral, and all costs, including without limitation, all actual attorneys' fees incurred by Lender in its enforcement of the provisions of this Agreement, and (vi) to apply the proceeds of such sale to all expenses and costs of possession, storage, insurance, refurbishment and disposition of the Collateral, and any balance of such proceeds toward the payment of the obligations in such order and manner of application as Lender may, from time to time, elect (and Borrower shall be liable to Lender for any deficiency). Borrower acknowledges that one or more remedies available at law may be sufficient to protect the interests of Lender in the event that Borrower violates the terms of section 6(vii) above, and hereby confesses and agrees that Lender shall, in such event, be entitled to seek injunctive relief (permissive or otherwise) with respect to, specific performance of, or any other similar equitable remedy necessary to remedy and undo a violation of such provision. In addition to the foregoing, should Lender not have made full and final advancement of funds to the benefit of Borrower as contemplated hereby, Lender's obligation to make such advances shall, as between Borrower and Lender, immediately terminate without further notice to Borrower. Borrower, however, shall indemnify and hold Lender harmless in connection with any obligation to make advances heretofore incurred by Lender in connection with any Schedule.

Whenever any payment due hereunder or under a Schedule is not made by Borrower within ten (10) days of the date when due, Borrower shall pay to Lender upon demand an amount calculated at the rate of five cents per dollar of such delayed payment, as an administrative fee to offset Lender's collection expenses, but only to the extent allowed by applicable law. Such amount shall be payable in addition to all amounts payable by Borrower as a result of the exercise of any of the remedies herein provided.

No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lender at law or in equity. The exercise or beginning of exercise by Lender of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other remedies and

all remedies hereunder shall survive termination of this Agreement and/or the Schedule.

**8. GOVERNING LAW; JURISDICTION; VENUE; SERVICE OF PROCESS; WAIVER OF TRIAL BY JURY.** THIS AGREEMENT SHALL BE BINDING UPON LENDER ONLY WHEN EXECUTED BY LENDER IN THE STATE OF CONNECTICUT, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES AND ANY PROHIBITIONS ON OR LIMITS TO CONFESSIONS OF JUDGMENT. BORROWER CONSENTS TO THE JURISDICTION OF ANY FEDERAL AND STATE COURT IN THE STATE OF CONNECTICUT WITH RESPECT TO ANY LEGAL ACTION COMMENCED HEREUNDER. HOWEVER, NOTHING CONTAINED HEREIN IS INTENDED TO PRECLUDE LENDER FROM COMMENCING ANY ACTION HEREUNDER IN ANY COURT HAVING JURISDICTION THEREOF. SERVICE OF PROCESS IN ANY SUCH ACTION SHALL BE SUFFICIENT IF SERVED BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, TO THE EXTENT PERMITTED BY LAW. BORROWER WAIVES TRIAL BY JURY IN ANY ACTION BY OR AGAINST LENDER HEREUNDER. No interstate activity, including any activity on the internet or in any similar medium, shall serve to confer jurisdiction over Lender in any forum to the contrary of this paragraph.

BORROWER COVENANTS AND AGREES THAT IF ANY AMOUNT DUE HEREUNDER OR UNDER ANY SCHEDULE IS NOT PAID WITHIN ANY APPLICABLE GRACE PERIOD PROVIDED FOR THEREIN, LENDER MAY CAUSE JUDGMENT TO BE ENTERED AGAINST BORROWER, AND FOR THAT PURPOSE, BORROWER HEREBY AUTHORIZES AND EMPOWERS LENDER OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST BORROWER WITH OR WITHOUT DECLARATION FILED, FOR SUCH SUM OR SUMS AS MAY BE PAYABLE HEREUNDER AND WITH COSTS OF SUIT, RELEASE OF ERRORS, WITHOUT STAY OF EXECUTION AND WITH TWENTY PERCENT (20%) ADDED AS ATTORNEY'S COLLECTION FEES, HEREBY WAIVING AND RELEASING ALL RELIEF FROM ANY AND ALL APPRAISMENT AND STAY OF EXEMPTION LAWS OF ANY STATE. BY SIGNING THIS AGREEMENT, BORROWER ACKNOWLEDGES ITS UNDERSTANDING THAT LENDER MAY OBTAIN A JUDGMENT AGAINST BORROWER, AND EXECUTE UPON AND SEIZE FORTHWITH BORROWER'S PROPERTY AND ASSETS WITHOUT THE OPPORTUNITY TO RAISE ANY DEFENSE, SET-OFF, COUNTERCLAIM, OR OTHER CLAIM THAT THEY MAY HAVE. BORROWER KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY WAIVES ITS RIGHTS TO ANY PRIOR NOTICE (EXCEPT NOTICE REQUIRED UNDER THE SPECIFIC TERMS HEREOF) OR JUDICIAL DETERMINATION AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT AND IN ORDER TO INDUCE LENDER TO ENTER INTO THIS AGREEMENT AND TO CONSIDER AND/OR MAKE PRESENT AND FUTURE LOANS HEREUNDER.

**9. SEVERABILITY.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

**10. FURTHER ASSURANCES.** At the request of Lender, Borrower will do the following: (i) execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this Agreement, including, without limitation, obtain and deliver waivers, in form acceptable to Lender, from any party claiming (or who, in the opinion of Lender, may claim) any interest in any of the Equipment and (ii) execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of Lender in the Collateral. Without limiting any power otherwise granted to Lender hereunder, Borrower hereby authorizes and irrevocably appoints Lender as Borrower's attorney-in-fact, coupled with an interest, with full power of substitution, to apply for motor vehicle documents with Lender's lien noted thereon, to execute and file such UCC financing statements and motor vehicle title documents in all places where necessary to perfect or continue Lender's or any assignee's security interest in the Collateral or to obtain repossession title certificates. This power is delegable by Lender to an agent. Borrower agrees that a photocopy of this Agreement, when attached to any document, shall be evidence upon which any filing officer may rely in connection with the Lender's authority to execute same on Borrower's behalf. Where any Collateral is in the possession of a third party, Borrower shall join with Lender in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender. In addition, Borrower shall cooperate with Lender in obtaining control of Collateral consisting of deposit accounts, investment property, letter of credit rights and/or electronic chattel paper.

11. **ASSIGNMENT.** Lender may assign this Agreement, or any Schedule, and all rights and powers existing hereunder and thereunder, in whole or in part, without notice to Borrower; Lender's assignee may reassign same without notice to Borrower and Borrower agrees to execute and deliver such documents as such assignee may reasonably request in connection with such assignment. Each assignee shall have all the rights but none of the obligations of Lender under this Agreement, and Borrower shall, upon receipt of proper notice thereof, recognize each such assignment and shall accept and comply with the directions or demands given in writing by any such assignee to the extent that they do not conflict with the terms hereof. Borrower shall not assert against the assignee any defense counterclaim or setoff that Borrower may have against Lender. However, nothing herein shall relieve Lender from its obligations to Borrower hereunder. This Agreement may not be amended without the prior written consent of the assignee. Upon any assignment of this Agreement, Lender or its assignee may record any instruments necessary to carry out the assignment. For purposes of perfection against chattel paper by any assignee hereof under the UCC, possession shall be deemed to occur upon such assignee's taking of a certified copy of this Agreement along with the sole original of the Schedule representing the Loan being assigned.

12. **LENDER TERMINATION.** In the event that: (i) within 75 days of the Approval Date shown on the relevant Schedule (or such later date as Lender may agree to in writing, from time to time), full and final advancement of funds shall not have taken place in connection with any Schedule ("Advancement"), or (ii) prior to Advancement, any event which constitutes an event of default under section 6 above has occurred (it being expressly agreed that, for purposes of this section 12, Borrower shall have no right to cure with respect thereto), then Lender may, immediately upon giving notice to Borrower, terminate the relevant Schedule, any commitment issued in connection therewith, and its obligations existing thereunder.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon Lender, Borrower and their respective successors and permitted assigns, except that Borrower may not assign or transfer any of its rights or obligations or any interest herein or in the Schedule(s) without the consent of Lender. In addition, this Agreement shall inure to the benefit of Lender, Borrower and their respective successors and permitted assigns except, however, that no assignee of Lender shall be entitled to any of the benefits of the Additional Collateral provisions of section 2 above unless such assignee takes Lender's position in two or more of the Schedules executed hereunder, in which case the assignee takes the benefit thereof only to the extent the same applies to and among the Schedules taken by assignment. Unless otherwise required by its context, the word "Lender", where used in this Agreement, shall mean and include the holder of the Schedule originally issued to Lender, and the holder of such Schedule shall have the benefits of this Agreement the same as if such holder had been a signatory hereto.

14. **MISCELLANEOUS.** No delay or failure on the part of Lender in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof or of any other right, remedy, power or privilege of Lender hereunder or any instrument or instruments now or hereafter evidencing the

Obligations; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of Lender under this Agreement are cumulative and not exclusive of any rights or remedies which it might otherwise have. Neither the delivery of this Agreement, any Schedule nor any other document to Borrower by Lender shall be construed as an offer to lend money, nor shall any of same be binding upon Lender until, accepted by Lender, the same to be evidenced by Lender's execution at its corporate office. See the terms of the Schedule for a discussion of the fact that the credit approval underlying this Agreement is not open-ended. **BORROWER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE OBLIGATIONS. THIS AGREEMENT AND ALL SCHEDULES ATTACHED HERETO CONTAIN THE ENTIRE AGREEMENT BETWEEN LENDER AND BORROWER, and no modification of this Agreement or any Schedule shall be effective unless in writing and executed by an executive officer of Lender. If more than one Borrower is named in this Agreement, the liability of each shall be joint and several. Any conflict between this Agreement and any Schedule shall be resolved in favor of the Schedule.**

All section headings contained in this Agreement are for convenience only, and shall not in any way limit or affect the meaning or scope of this Agreement or its provisions. Any conflict between this Agreement and any Schedule shall be resolved in favor of the Schedule.

A photocopy of this Agreement shall be sufficient evidence of Lender's authority to undertake any act permitted hereby either for its own benefit or on behalf of Borrower (such as refreshing financial information or acting pursuant to a power of attorney).

Lender may, from time to time, by virtue of its ongoing relationships with equipment vendors, obtain favorable payment terms which are not available directly to equipment purchasers such as Borrower. To the extent that any such favorable payment terms are obtained on any given Loan, they assist Lender in keeping interest rates down, thus benefiting Borrower indirectly. Lender may also, from time to time, pay referral fees to equipment vendors in exchange for sales leads.

15. **NOTICES.** All notices or demands required or permitted under this Agreement shall be in writing and addressed to the attention of the intended recipient at the address shown above, or such other address as shall be made known to the other in writing in accordance with the provisions of this paragraph. Any such notice or demand shall be deemed received upon the sender's receipt of written acknowledgment from the recipient or, in the absence thereof, as follows: (i) immediately upon receipt, (ii) upon confirmation of delivery by commercial overnight courier, or (iii) (absent a return of the item) on the fifth day after being deposited in the United States mail, postage prepaid, and classified as certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto, by parties thereunto duly authorized and intending to be legally bound hereby, have executed and delivered this Agreement as of the date first above written.

**BORROWER: BARRETT SANITATION, INC.**

By: *Robert V. Barrett*  
Robert V. Barrett  
(Print Name)

Title: President

STATE OF X Pennsylvania  
COUNTY OF X Chester SS:

On this 17 day of September, 2002, before me a Notary Public the undersigned officer, personally appeared Robert V. Barrett, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

witness whereof I hereunto set my hand and official seal.

X  
Notary Public

My commission expires: X

**LENDER: CENTER CAPITAL CORPORATION**

By: *Patricia Obie*  
(Print Name) Patricia Obie

Title: Assistant Vice President  
Contracts & Funding Operations

## CORPORATE SECRETARY'S CERTIFICATE

I hereby certify that:

1. I am the duly elected and incumbent Secretary or Assistant Secretary of Barrett Sanitation, Inc. (the "Corporation").

2. The Corporation is duly incorporated and in good standing under the laws of the state of Pennsylvania.

3. The Corporation has the corporate power to enter into the lease, loan agreement, promissory note and security agreement or other document in connection with which this Certificate is supplied (the "Contract") and entering into the Contract does not violate the corporation's charter, articles of incorporation or by-laws nor any statute, rule, regulation, ordinance, obligation or indenture by which the corporation is bound.

4. The Contract was executed on or about the date shown below and the individual whose signature appears on the Contract and certain other agreements and documents executed in connection with the Contract is Robert V. Barrett and as of this date, he/she is the duly elected, qualified and acting President of the Corporation, operating with full authority to bind the Corporation. I further certify that the foregoing authority shall remain in full force and effect and that the party to whom this certificate is provided (the "Recipient") may rely upon same in connection with any future schedules executed in connection with the Contract, until written notice of the modification, rescission or revocation of said authority has been delivered to the Recipient.

5. IN THE EVENT THAT I AM THE SAME PERSON WHO SIGNED THE CONTRACT, I FURTHER CERTIFY IN AN EFFORT TO INDUCE YOU TO GRANT CERTAIN FINANCIAL CONSIDERATION ON BEHALF OF THE CORPORATION, THAT: (A) I AM THE ONLY OFFICER OF THE CORPORATION, (B) THE ABOVE REFERENCED STATE OF INCORPORATION AND THE CORPORATE BY-LAWS ALLOW ONE PERSON TO ACT AS ALL OFFICERS OF THE CORPORATION (C) ALL NECESSARY CORPORATE ACTION HAS BEEN TAKEN IN CONNECTION HERewith, (D) I HAVE HAD MY SIGNATURE ON THE CONTRACT NOTARIZED AND (E) I UNDERSTAND THAT I MAY BE ASSUMING CERTAIN PERSONAL LIABILITY BY MAKING FALSE OR MISLEADING STATEMENTS ON THIS CERTIFICATE.

IN WITNESS WHEREOF, I have set my hand and the seal of the Corporation this X 17<sup>th</sup> day  
of X September, 2002.

By: X

Heather Barrett

(CORPORATE SEAL)

Printed Name: X

Heather Barrett

TO: CENTER CAPITAL CORPORATION

RE: MASTER LOAN AND SECURITY AGREEMENT NO. 34683, DATED SEPTEMBER 11, 2002 (THE "AGREEMENT"), AND LOAN SCHEDULE NO. 01, DATED SEPTEMBER 11, 2002 (THE "SCHEDULE"), BETWEEN BARRETT SANITATION, INC. ("BORROWER" or "YOU") AND CENTER CAPITAL CORPORATION ("CENTER CAPITAL").

DELIVERY AND ACCEPTANCE RECEIPT  
[ MOTOR VEHICLE ]

**THIS DOCUMENT HAS LEGAL AND FINANCIAL CONSEQUENCES.**  
**PLEASE READ IT CAREFULLY BEFORE YOU SIGN IT.**

When you receive the Equipment financed by CENTER CAPITAL under the Schedule and you are ready to finalize your loan, you must notify us in writing.

By signing below, You represent and acknowledge to CENTER CAPITAL that:

- You HAVE RECEIVED all of the Equipment described in the Schedule
- All financed accessories have been fully installed by the vendor/supplier(s)
- You have fully inspected the Equipment and find it in good working order and condition
- YOU UNCONDITIONALLY AND IRREVOCABLY ACCEPT THE EQUIPMENT
- BASED UPON THIS RECEIPT, CENTER CAPITAL WILL PAY THE VENDOR/SUPPLIER(S)
- once the vendor/supplier(s) is paid, You will be irrevocably bound to perform under the Agreement
- the Equipment was selected solely by You and not by CENTER CAPITAL

By signing this receipt, You are expressly authorizing CENTER CAPITAL to make payment to the Equipment vendor/supplier(s) upon such terms as those parties may agree.

**DO NOT SIGN UNTIL YOU HAVE ACTUALLY RECEIVED, INSPECTED AND ACCEPTED THE EQUIPMENT.**

BORROWER:

BARRETT SANITATION, INC.

By: X Robert V. Barrett  
Robert V. Barrett

Title: President

Date: X September 17, 2002

BORROWER AGREES THAT CENTER CAPITAL HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, AND/OR ITS QUALITY. BORROWER AFFIRMS THAT IT HAS NO DEFENSES OR COUNTER-CLAIMS AGAINST CENTER CAPITAL.

MVD&A.doc 8/00

**ACKNOWLEDGMENT OF REQUIRED INSURANCE  
BY PROPOSED LESSEE/BORROWER**

TO: CENTER CAPITAL CORPORATION  
4 Farm Springs Road  
Farmington, CT 06032

RE: Our request that you finance certain equipment on our behalf under a form of security agreement, lease, master lease agreement or similar evidence of indebtedness (the "Agreement") the same to be executed between you as lender/lessor and the undersigned as borrower/lessee ("Borrower").

Ladies and Gentlemen:

In accordance with the terms and conditions of the above referenced Agreement, the items of equipment to be financed thereunder will be insured as follows:

**PROPERTY INSURANCE:**

Insurance Agency: ☒ The Gingrich Agency

Person to contact: ☒ Mark T. Gingrich

Phone No. (Important): ☒ 814 - 944 - 2078

Fax No. (Important): ☒ 814 - 944 - 5057

BORROWER HEREBY ACKNOWLEDGES: (1) THAT YOU MAY PROVIDE A COPY OF THIS ACKNOWLEDGMENT TO BORROWER'S INSURANCE AGENT(S) AS PROOF OF OUR AUTHORIZATION FOR THEM TO DISCUSS OUR INSURANCE COVERAGES WITH YOU, AND (2) THAT A COPY OF THE INSURANCE POLICY OR ACCEPTABLE EVIDENCE OF INSURANCE SHALL BE SUBMITTED TO YOU PRIOR TO OR COINCIDENT WITH THE ACCEPTANCE OF THE EQUIPMENT. INSURANCE DOCUMENTATION SHALL INDICATE THE FOLLOWING: (a) AMOUNT OF COVERAGE AND DEDUCTIBLE, IF ANY; (b) POLICY TERM AND EXPIRATION DATE; (c) TYPES OF COVERAGE INCLUDED; (d) YOU, YOUR SUCCESSORS AND ASSIGNS NAMED AS LOSS PAYEE; (e) LOCATION OF EQUIPMENT; (f) DESCRIPTION OF INSURED EQUIPMENT; AND (g) A STATEMENT AGREEING THAT THE COVERAGE MAY NOT BE CANCELED/NONRENEWED/MATERIALLY REDUCED OR ALTERED UNLESS YOU, YOUR SUCCESSORS AND ASSIGNS SHALL HAVE BEEN GIVEN 30 DAYS' PRIOR WRITTEN NOTICE.

BORROWER:  
BARRETT SANITATION, INC.

By: ☒ Robert V. Barrett

Robert V. Barrett, President  
(Print: Name, Title)

Date: ☒ September 17, 2002

**CERTIFICATE OF INSURANCE**

**PRODUCER**  
 INTERSTATE INSURANCE MANAGEMENT, INC.  
 2307 MENOIER BLVD.  
 JOHNSTOWN, PA 15005

JAN

**INSURED**  
 ROBERT BARRETT  
 BARRETT SANITATION ✓  
 P O BOX 525  
 MADEIRA, PA 16662

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

**COMPANY LETTER A** NORTHLAND INSURANCE  
**COMPANY LETTER B** INTERSTATE FIRE & CASUALTY CO  
**COMPANY LETTER C**  
**COMPANY LETTER D**  
**COMPANY LETTER E**

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE	\$ 1,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	CLP6211640-01	07/27/02	07/27/03	PRODUCTS-COMPOS AGGREGATE	\$ INCLUDED
B	<input checked="" type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 500
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE				EACH OCCURRENCE	\$ 500
					FIRE DAMAGE (ANY ONE FIRE)	\$ 100
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
	<b>AUTOMOBILE LIABILITY</b>				CSL	\$ 500
	<input type="checkbox"/> ANY AUTO	CT118611	07/27/02	07/27/03	BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
A	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
A	<b>OTHER</b>					
	PHYS DAM	CT118611	07/27/02	07/27/03	SEE BELOW	

**DESCRIPTION OF OPERATION/LOCATION/VEHICLE/RESTRICTIONS/SPECIAL ITEMS**

A) PHYSICAL DAMAGE: 500 COMP / 500 COLL  
 A) 1994 FORD L8000 TRUCK - VIN# 1FD2W02E3KVA12071 ✓

34683.01 / 4-3-02

**CERTIFICATE OF HOLDER**

CENTER CAPITAL CORPORATION  
 ITS SUCCESSORS AND ASSIGNS ATIMA ✓  
 P.O. BOX 1188  
 FARMINGTON, CT 06034

ATTN: NICOLE BOUCHARD - TASSIS  
 LOSS PAYEE ✓

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UP ON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

## LOAN COMMENCEMENT CERTIFICATE

THIS CERTIFICATE, executed this 11th day of September, 2002 is entered into by BARRETT SANITATION, INC. ("Borrower") in favor of CENTER CAPITAL CORPORATION ("Lender"). This Certificate is executed in connection with that certain Master Loan and Security Agreement No. 34683 dated September 11, 2002, and Loan Schedule No. 01 thereto, dated September 11, 2002 (collectively, the "Agreement"), the terms and conditions of which are incorporated herein and made a part hereof by reference.

### RECITALS:

WHEREAS, the terms and conditions of the Agreement provide that commencement of same is to take place upon delivery to and acceptance of the equipment described therein (the "Equipment") by Borrower;

WHEREAS, Borrower is prepared to commence repayment of the loan evidenced by the Agreement notwithstanding the fact that the Equipment has not been delivered to and installed at Borrower's premises;

WHEREAS, the Equipment remains in possession of the vendor, Trucks and Parts of Ohio ("Vendor"); and

WHEREAS, the Vendor requires that payment of the purchase price for the Equipment (the "Purchase Price") be made prior to shipment of the Equipment and Borrower seeks to induce Lender to make such pre-delivery payment for the Equipment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. This Loan Commencement Certificate has been executed and delivered by Borrower to Lender solely for the purposes described herein and is not intended to, nor does it, affect, prejudice, or otherwise impact upon any rights or remedies of Borrower regarding any other agreement or person including, without limitation, Vendor.
2. Effective as of the date hereof, the Agreement shall have full force and effect. BORROWER IS NOW ABSOLUTELY AND UNCONDITIONALLY OBLIGATED TO COMMENCE PAYMENT UNDER THE AGREEMENT IN ACCORDANCE WITH THE TERMS THEREOF.
3. Borrower's obligations to Lender shall not be diminished offset, reduced or affected in any way by any defects, damages or problems of any kind with respect to the Equipment or the installation or operation thereof and Borrower agrees to pursue all of its rights and remedies against Vendor with respect thereto.
4. In the event that the Equipment fails to be delivered, perform, be installed, or otherwise operate as expected or represented by Vendor, Borrower shall continue to make all payments due under and as required by the Agreement and will look solely to Vendor for the performance of all obligations or warranties with respect to the Equipment and hereby agrees to and does indemnify and hold Lender harmless of and from any non-performance or breach of warranty or failure of delivery or failure of installation of the Equipment. Borrower acknowledges further that Lender is not the manufacturer, distributor or seller of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other

characteristics of the Equipment. Borrower further acknowledges that Lender shall pay such portion of the Purchase Price as is required by the terms of the Loan in reliance hereon.

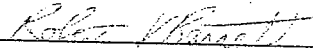
5. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BORROWER ACKNOWLEDGES ITS OBLIGATION TO HAVE THE EQUIPMENT DELIVERED PROMPTLY TO THE PREMISES REFERRED TO IN THE AGREEMENT. Failure of Borrower to have the Equipment delivered to the Premises within ten (10) days of the date hereof shall constitute an Event of Default under the Agreement.

6. This certificate may be being delivered in conjunction with (and is intended to supplement any Delivery and Acceptance Receipt) (the "D&A Receipt") delivered by Borrower to Lender in connection with the Loan. Any conflict between said documents shall be resolved in favor hereof.


All other terms and conditions of the Agreement and the D&A Receipt not expressly modified are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first above written.

BARRETT SANITATION, INC.  
("Borrower")

BY: X   
Robert V. Barrett  
TITLE: President

ACKNOWLEDGED AND AGREED:  
CENTER CAPITAL CORPORATION  
("Lender")

By:   
Title: Patricia Obie  
Assistant Vice President  
Contracts & Funding Operations

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
UNIFORM COMMERCIAL CODE  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

LEXIS

DEBTOR:

BARRETT SANITATION INC  
HCI BOX 30  
MADERA, PA 16661

SECURED PARTY:

CENTER CAPITAL CORPORATION  
4 FARM SPRINGS ROAD  
FARMINGTON, CT 06032

IDENTIFICATION CODE: J8660495-1

EFFECTIVE DATE: SEPTEMBER 30, 2002 AT 01:43 PM

FINANCING STATEMENT NUMBER: 36690229

For additional information, please visit our "Searchable  
Database" at: [WWW.DOS.STATE.PA.US/CORPS](http://WWW.DOS.STATE.PA.US/CORPS)

# UCC FINANCING STATEMENT

Return To:

FOLLO

A. N/

B. SE

LexisNexis Document Solutions  
801 Adlai Stevenson Drive  
Springfield, IL 62703  
Phone: (217) 544-5900



8660495-1

Debtor: Barrett Sanitation, Inc.  
Juris: Secretary of State, PA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Barrett Sanitation, Inc.				
OR 1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS HCI, Box 30		CITY Madera	STATE PA	POSTAL CODE 16661
1d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORP	1f. JURISDICTION OF ORGANIZATION PA	1g. ORGANIZATIONAL ID #, if any 2952150

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Center Capital Corporation				
OR 3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 4 Farm Springs Road		CITY Farmington	STATE CT	POSTAL CODE 06032

4. This FINANCING STATEMENT covers the following collateral:

One (1) 25 Yd Heil Rearloader, S/N: 3A-4876-2B Mounted on One (1) 1994 Ford L8000 Truck, and any and all equipment financed by Secured Party, from time to time, pursuant to that certain Master Loan and Security Agreement No. 34683 dated September 11, 2002, including any and all accessories, accessions, substitutions, replacement parts, replacements, attachments, proceeds and insurance proceeds, plus any and all chattel paper, accounts, contract rights, payment intangibles and general intangibles arising from the sale, lease, or other disposition thereof. [Nothing contained herein shall be deemed to authorize Debtor to sell, lease or dispose of the collateral in contravention of its agreement with Secured Party.]

#34683-01

5. ALTERNATIVE DESIGNATION if applicable:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or records) in the REAL ESTATE RECORDS Attach Addendum		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA PA-SOS							

A359

## OHIO CERTIFICATE OF TITLE

UNIT FOR REFERENCE

STATE OF OHIO  
ORIGINAL

No. 6801259

VEHICLE IDENTIFICATION NUMBER

1F1DW82E3RVA12071

EXEMPT

PURCHASE PRICE

\$0.00

YEAR

1994

MAKE

FORD

MAKE DESCRIPTION

FORD

BODY TYPE

TK

MODEL

LOF

MODEL DESCRIPTION

CONVERSION

EXEMPT

RN

MILEAGE

79,101

EVIDENCE

IN NON-OHIO TITLE

MILEAGE ACTUAL

6801259

TRUCKS &amp; PARTS

2206 E. RT 40 WEST  
NEW BARD, OH 45347-0000

CITY OF INDIANAPOLIS

THE CITY OF INDIANAPOLIS

CITY COUNTY BLD

INDIANAPOLIS, IN 46204

Lien Discharge

Lien Discharge

Lienholder

By

Authorized Signature

CLERK OF COURTS LIEN CANCELLATION

By

Deputy Clerk

WITNESS MY HAND AND OFFICIAL SEAL THIS 15th DAY OF AUGUST 2001

7046741259



\* 7046741259 \*

7046741259

CHRISTOPHER WASHINGTON  
CLERK OF COURTS

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

ERASURES AND ALTERATIONS VOID THIS TITLE ASSIGNMENT. (Type or print in ink)

ASSIGNMENT OF OWNERSHIP

I (we) certify the vehicle or watercraft or outboard motor described in this title was delivered on 09/27/2003 to: Barrett Sanitation, Inc. Is Seller a Minor? No

price of \$ 4,400 to: Barrett Sanitation, Inc.

Transferee's/Buyer's printed name Barrett Sanitation, Inc.

Transferee's/Buyer's printed address HC 1 Box 30 Modern, PA 16041

ODOMETER CERTIFICATION

Federal and State laws require that you state the mileage in connection with transfer of ownership. Failure to complete or provide false information may result in fines and/or imprisonment.

I (we) certify to the best of my (our) knowledge that the odometer now reads 079101 and is the actual mileage of the vehicle unless one of the following statements is checked:

☐ The mileage stated is in excess of the mechanical limits. ☐ The odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

This vehicle was a (if applicable): ☐ Former Law Enforcement Vehicle ☐ Former Taxi ☐ Flood Vehicle

I (we) warrant the title to be free of all liens.

Transferor's/Seller's printed name \_\_\_\_\_ X Transferor's/Seller's signature \_\_\_\_\_

Transferor's/Seller's printed address \_\_\_\_\_

NOTE: All blank spaces above must be completed before acknowledgement.

Sworn to and subscribed in my presence by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_ yr. \_\_\_\_\_

(seal) Clerk, Deputy Clerk of Courts - Notary

TRANSFEREE'S/BUYER'S ACKNOWLEDGEMENT OF ABOVE ODOMETER CERTIFICATION

HEATHER BARRETT X Heather Barrett  
Transferee's/Buyer's printed name Transferee's/Buyer's signature

Warning to transferor and transferee (seller and buyer.) You are required by law to state the true selling price. A false statement is a violation of section 2921.13 of the Ohio Revised Code and is punishable by six months imprisonment and a fine of up to one thousand dollars, or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information as required by the Department of Taxation. The buyer may be assessed any additional tax found to be due.

APPLICATION FOR CERTIFICATE OF TITLE (Type or Print in Ink) Fee of \$5.00 for failure to apply for title within 20 days of purchase

Check type of application(s): ☐ Motor Vehicle ☐ Memorandum ☐ Watercraft ☐ Outboard Motor ☐ Trailer

Applicant's printed name \_\_\_\_\_ SSN/EIN \_\_\_\_\_

Applicant's printed address \_\_\_\_\_

Purchase Price \$ \_\_\_\_\_ Gross Tax Due \$ \_\_\_\_\_ Vendor's Discount \$ 0.00 Total Paid \$ \_\_\_\_\_

Tax exemption: ☐ Yes Reason \_\_\_\_\_ Dealer's Permit Number \_\_\_\_\_ Vendor's Number \_\_\_\_\_

Condition of vehicle or watercraft or outboard motor (check only one): ☐ Good ☐ Fair ☐ Poor ☐ Stolen

LIEN INFORMATION: If no lien, state "none". If more than one lien, attach statement of all additional liens.

Lienholder Center Capital Corporation Address 4 Farm Spring Rd Farmington CT 06032

I (we) state that all information contained in this application is true and correct. Is Applicant a Minor? ☐ Yes ☒ No

Applicant's signature X \_\_\_\_\_

Sworn to and subscribed in my presence by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_ yr. \_\_\_\_\_

(seal) Clerk, Deputy Clerk of Courts - Notary

## PENNSYLVANIA CONTINUING PERSONAL GUARANTY

THIS CONTINUING GUARANTY ("Guaranty"), effective as September 11, 2002 (the "Effective Date"), is made and delivered by the undersigned ("Guarantor") to Center Capital Corporation, with its principal place of business located at 4 Farm Springs Road, Farmington, Connecticut 06032 ("CCC"), in order to induce CCC to extend credit, loan money, purchase equipment or otherwise grant financial accommodations (generally, "Accommodations") to Barrett Sanitation, Inc. ("Borrower") from time to time, each such accommodation to be evidenced by one or more agreements or other documents executed simultaneously with or subsequent to this Guaranty, the same being referred to herein as the "Agreements", Guarantor hereby unconditionally and absolutely guarantees to CCC the prompt payment of all indebtedness, including, but not limited to, principal, accrued interest, late charges and other money now due or hereafter becoming due to CCC in connection with the Accommodations (including, without limitation, interest on any of the foregoing which would have accrued but for the operation of the U.S. Bankruptcy Code, if Obligor becomes subject to same at any time), and the timely performance by Borrower of all of Borrower's obligations to CCC, whether they arise pursuant to the Agreements or otherwise (collectively, the "Obligations"). Without limiting the foregoing, the term "Obligations" is used in its most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations, debts and indebtedness to CCC, now existing or hereinafter incurred or created, including, but not limited to, all loans, advances, interest, costs, debts, lease obligations, attorney's fees, and costs of collection. Guarantor also agrees to pay CCC for its legal costs, including but not limited to attorney's and consultant's fee, incurred in connection with the collection on or enforcement of this Guaranty.

Guarantor hereby acknowledges that the transactions contemplated between Borrower and CCC constitute business and not "consumer" transactions. Guarantor hereby represents and warrants to CCC that (i) Guarantor is an owner of the Borrower-business in whole or in part (for example, a shareholder if the Borrower is a corporation, a partner if the Borrower is a partnership, or a member if the Borrower is a limited liability company) or otherwise has a financial or other substantial interest in the Borrower, and (ii) CCC did not request Guarantor to provide this Guaranty, but rather, Guarantor was advised by Borrower that Borrower does not independently meet CCC's standards for the extension of Accommodations, and Guarantor, in response, offered to give this Guaranty voluntarily and of its own free will for the purpose of inducing CCC to grant Accommodations to Borrower. Guarantor hereby acknowledges that neither CCC's acceptance of this Guaranty nor any other action by CCC in connection herewith is in violation of "Regulation B" of the Federal Reserve Board.

This Guaranty is, and shall be construed to be, an absolute and unlimited Guaranty of payment and performance, not a Guaranty of collection, and the liability of Guarantor hereunder shall not be affected, impaired or discharged, in whole or in part, by reason of any matter whatsoever, including (a) any stay, extension or discharge that may be granted to Borrower by any Court in any proceedings under the United States Bankruptcy Code, or under any state or other federal statutes, (b) any irregularity in or unenforceability of any of the Agreements or of this Guaranty, (c) any recovery on the Obligations becoming barred or adjudged unenforceable for any reason whatsoever, or (d) any circumstance arising that might otherwise constitute a defense to this Guaranty or to Guarantor's obligations hereunder.

Guarantor hereby acknowledges that this is a continuing Guaranty which shall apply to Obligations arising under one or more Accommodations approved by CCC (each an "Approval" or, if more than one, "Approvals") on or subsequent to the Effective Date. The Guarantor may terminate this Guaranty by notice in writing, addressed to an officer of CCC at the address appearing above or such other address as CCC may from time to time designate, and delivered to such officer either in person or via certified or registered mail, return receipt requested; PROVIDED, HOWEVER, SUCH TERMINATION SHALL BE EFFECTIVE ONLY AS TO APPROVALS GRANTED BY CCC SUBSEQUENT TO THE DATE OF CCC'S ACTUAL RECEIPT OF GUARANTOR'S NOTICE OF TERMINATION (the "Notice Receipt Date"), IT BEING SPECIFICALLY AGREED THAT GUARANTOR SHALL NOT HAVE THE RIGHT TO TERMINATE THIS GUARANTY WITH RESPECT TO ANY APPROVALS GRANTED OR OBLIGATIONS EXISTING PRIOR TO SUCH NOTICE RECEIPT DATE.

Guarantor hereby acknowledges that CCC has made no representation to Guarantor as to the creditworthiness of Borrower, and Guarantor represents that it has adequate means of monitoring Borrower's financial condition and agrees to keep informed of such matters as it believes might affect his, her or its liability hereunder. Guarantor further agrees that, absent a written request for information received by CCC from Guarantor and accompanied by a written consent from Borrower, CCC shall have no obligation to disclose to Guarantor any information acquired by CCC in the course of its relationship with Borrower.

Guarantor hereby waives, to the extent not expressly prohibited by law: (a) notice of acceptance of this Guaranty; (b) presentment, notice of protest, demand, and notice of any other kind, including, without limitation, notice of default by Borrower or any other guarantor or surety, and notice of new Approvals, the grant of new Accommodations, the creation of new or additional Obligations, and the modification or change in terms of the Obligations, including but not limited to the renewal, extension, acceleration or other change in the time of payment of the Obligations or a change in any interest rate; (c) any right to require CCC to proceed against any person, including, without limitation, Borrower or any other guarantor, before proceeding against Guarantor; (d) any right to require CCC to proceed against any collateral for the Obligations, including Borrower's collateral, before proceeding against Guarantor; (e) any right to require CCC to apply any payments or proceeds received against the Obligations in any certain order other than as may be required by law or by the Agreements; (f) any right to require CCC to disclose any information about the Obligations, the Borrower, the collateral for any Obligation, or any other guarantor or surety; and (g) any right to require CCC to pursue any remedy or course of action in CCC's power whatsoever. Guarantor also waives any and all rights and defenses arising by reason of: (i) any statute of limitations in any action under this Guaranty or the Obligations; (ii) any disability or other defense of Borrower, any other guarantor or surety or any other person; or (iii) the cessation of Guarantor's liabilities hereunder from any cause whatsoever, other than full and final payment of the Obligations. In addition, Guarantor hereby waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim arising from the existence or performance of this Guaranty, which it may now or hereafter have against Borrower, any other guarantor or surety of the Obligations, or any other person directly or contingently liable for the

Obligations guaranteed hereunder, or against or with respect to Borrower's property (including, without limitation, property collateralizing the Obligations guaranteed hereunder). Any and all present and future indebtedness of Borrower to Guarantor is hereby postponed in favor of, and subordinated to the full payment and performance of, all present and future Obligations of Borrower to CCC. Guarantor also hereby waives, (A) any right to assert any defense, set-off, counterclaim, or other claim of any nature whatsoever with respect to this Guaranty, Guarantor's obligations hereunder, or the Obligations, including any claim that any provision of the Agreements is unenforceable or that any irregularity or other alleged defect of this Guaranty impairs its enforceability, (B) any and all rights, claims and defenses, including but not limited to suretyship defenses and/or defenses arising or alleged to arise on any theory that the terms of this Guaranty are unconscionable (and Guarantor hereby acknowledges that the obligations of Guarantor under this Guaranty are neither larger in amount nor more burdensome than those of Borrower under any of the Agreements), and (C) any rights or defenses which Guarantor may have by reason of protections afforded to the Borrower with respect to any applicable anti-deficiency laws.

Guarantor hereby represents and warrants to CCC that Guarantor has carefully reviewed the waivers and other terms set forth in this Guaranty, has had the opportunity to consult with legal counsel, and, with full knowledge of the significance and consequences of such terms, believes the same are fair and reasonable under the circumstances.

Guarantor agrees not to sell, assign, encumber, transfer or otherwise dispose of all or substantially all of his, her or its assets (an "Asset Transfer") without CCC's prior written consent. If Guarantor or Borrower should at any time enter into or attempt to enter into an Asset Transfer without CCC's prior written consent, cease doing business as a going concern, or become insolvent or make a general assignment for the benefit of creditors, or if a proceeding should be commenced by or against Guarantor or Borrower under the United States Bankruptcy Code or any State insolvency law, or should an event of default occur with respect to the Obligations, Guarantor's obligations under this Guaranty shall forthwith become due and payable without notice. If any claim is made against CCC at any time for the repayment or recovery of any amount(s) or other value received by CCC from any source(s) in payment of or on account of any of the Obligations guaranteed hereunder, and CCC repays or otherwise becomes liable for all or any part of such claim, for whatever reason, Guarantor shall remain liable to CCC hereunder as if such amount(s) had never been received by CCC, notwithstanding any claim of satisfaction or termination hereof or the termination of the Agreements.

This Guaranty shall be binding upon Guarantor and his, her or its successors, permitted assigns, transferees, heirs, executors, administrators and personal representatives, and shall inure to the benefit of CCC, its successors and assigns. Guarantor may not delegate any of its obligations under this Guaranty. CCC shall have the right to assign and transfer this Guaranty to one or more assignees of the Obligations or Agreements, and such assignees shall have the right to assign the same. Such assignees shall have the rights, remedies and privileges granted hereunder to CCC and shall have the right to rely upon this Guaranty in the same manner and with the same force and effect as if the assignees had been specifically named as the recipients hereof. Guarantor agrees not to assert against any assignee any claim, counterclaim, setoff or defense which Guarantor may claim to have against the Borrower or CCC. Any subsequent guaranty given by Guarantor or by any other party on behalf of the Borrower shall not be considered to substitute for or to terminate this Guaranty, but will be construed only to provide additional security to CCC. No delay on the part of CCC in exercising any rights hereunder or any failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on Guarantor shall be deemed to be a waiver of the obligations of Guarantor or of the right of CCC to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing, signed by an executive officer of CCC or its assignee, nor shall any such waiver be applicable except in the specific instance for which given. Guarantor acknowledges and agrees that this Guaranty fully incorporates all of the oral and written agreements and understanding of Guarantor with CCC with respect to the subject matter hereof and that all prior negotiations, drafts, and other extrinsic communications between Guarantor and CCC are merged herein. If any provision or part of any provision of this Guaranty is in conflict with any applicable statute, rule of law, or matter of public policy, then such provision, or part thereof, as the case may be, shall be deemed null and void in conflicting applications without invalidating the remaining provisions hereof or the remaining part of such provision, or the applicability of such provision in non-conflicting applications.

This Guaranty is delivered to CCC at its business office in the Commonwealth of Pennsylvania and shall be governed, construed and interpreted for all purposes in accordance with the laws of the Commonwealth of Pennsylvania, without regard to (i) Pennsylvania's conflict-of-law rules, or (ii) any prohibitions on or limits to confessions of judgment in any jurisdiction. No defense given or allowed by the laws of any other State or Country shall be interposed in any action hereon unless such defense is also given or allowed by the laws of the Commonwealth of Pennsylvania, such defense, in any event, being subject to the terms and conditions contained herein. **GUARANTOR HEREBY CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS IN PENNSYLVANIA AND WAIVES ANY OBJECTION GUARANTOR MAY HAVE TO THE VENUE OR THE CONVENIENCE OF SUCH FORUMS.** Guarantor consents and agrees that if CCC so elects, the state and federal courts in the Commonwealth of Pennsylvania shall have exclusive jurisdiction of all controversies and disputes arising hereunder, except that nothing stated herein shall preclude CCC from commencing an action against Guarantor in any other State in which personal jurisdiction over Guarantor may be properly obtained. To the extent permitted by law, Guarantor hereby waives trial by jury and the right thereto in any action or proceeding of any kind arising on, out of, under or by reason of this Guaranty.

If Guarantor is an individual person, he or she acknowledges that he/she previously provided Lender with (or authorized a third person to provide Lender with) his/her social security number with the understanding that the same would be used by CCC to obtain personal credit bureau reports and other personal credit information. Borrower hereby authorizes Lender, from time to time in the future, to conduct such credit inquiries regarding Borrower's personal and business credit status as Lender shall deem necessary including, without limitation, requesting additional credit reports from credit bureaus, contacting banks, lenders and other financial institutions for trade references and for information regarding bank accounts, loan and credit balances and similar information. In addition, Guarantor hereby agrees to provide to CCC such information as to the business affairs and financial condition of Guarantor as CCC may, from time to time, request and to notify CCC of any change of address of Guarantor no less than thirty (30) days prior to such event.

THE FOLLOWING PARAGRAPH SETS FORTH, IN ADDITION TO THE OTHER REMEDIES EXPRESSED ELSEWHERE IN THIS GUARANTY, A POWER OF AUTHORITY FOR CCC, OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND TO ENTER JUDGMENT AGAINST GUARANTOR WITHOUT PRIOR NOTICE TO GUARANTOR AND WITHOUT A COURT HEARING. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST GUARANTOR, THE GUARANTOR, FOLLOWING CONSULTATION WITH (OR DECISION NOT TO CONSULT WITH) SEPARATE COUNSEL FOR GUARANTOR, AND WITH KNOWLEDGE OF THE LEGAL EFFECT HEREOF, HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, INTELLIGENTLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE GUARANTOR HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES OF AMERICA, COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE INCLUDING, WITHOUT LIMITATION, A HEARING PRIOR THE ENTRY OF JUDGMENT OR PRIOR TO GARNISHMENT AND ATTACHMENT OF THE GUARANTOR'S PROPERTY AND ASSETS. GUARANTOR ACKNOWLEDGES AND UNDERSTANDS THAT BY ENTERING INTO THIS AGREEMENT CONTAINING A CONFESSION OF JUDGMENT CLAUSE, GUARANTOR IS VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY GIVING UP ANY AND ALL RIGHTS, INCLUDING CONSTITUTIONAL RIGHTS, THAT GUARANTOR HAS OR MAY HAVE TO NOTICE AND A HEARING BEFORE (1) JUDGMENT CAN BE ENTERED AGAINST GUARANTOR, AND/OR (2) THE GUARANTOR'S ASSETS, INCLUDING, FOR EXAMPLE BUT WITHOUT LIMITATION, ITS BANK ACCOUNTS AND PROPERTY, MAY BE GARNISHED, LEVIED, EXECUTED UPON AND/OR ATTACHED. GUARANTOR UNDERSTANDS THAT ANY SUCH GARNISHMENT, LEVY, EXECUTION AND/OR ATTACHMENT SHALL RENDER SUCH PROPERTY IMMEDIATELY UNAVAILABLE TO GUARANTOR. IT IS SPECIFICALLY ACKNOWLEDGED BY GUARANTOR THAT CCC HAS RELIED (AND IN THE FUTURE WILL CONTINUE TO RELY) ON THIS WARRANT OF ATTORNEY AND THE RIGHTS WAIVED BY GUARANTOR HEREIN IN GRANTING APPROVALS AND ACCOMMODATIONS TO BORROWER AND IN ENTERING INTO AGREEMENTS WITH BORROWER.

GUARANTOR AGREES THAT IF ANY OF THE OBLIGATIONS ARE NOT PAID WITHIN ANY APPLICABLE GRACE PERIOD PROVIDED FOR IN THE AGREEMENTS, CCC MAY CAUSE JUDGMENT TO BE ENTERED AGAINST GUARANTOR, AND FOR THAT PURPOSE, GUARANTOR HEREBY AUTHORIZES AND EMPOWERS CCC OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GUARANTOR WITH OR WITHOUT NOTICE TO GUARANTOR AND WITHOUT DECLARATION FILED, FOR SUCH SUM OR SUMS AS MAY BE PAYABLE HEREUNDER AND WITH COSTS OF SUIT, RELEASE OF ERRORS, WITHOUT STAY OF EXECUTION AND WITH TWENTY PERCENT (20%) ADDED AS ATTORNEY'S COLLECTION FEES, HEREBY WAIVING AND RELEASING ALL RELIEF FROM ANY AND ALL APPRAISMENT AND STAY OF EXEMPTION LAWS OF ANY STATE. BY SIGNING THIS CONTINUING GUARANTY, GUARANTOR ACKNOWLEDGES AND AGREES THAT CCC MAY OBTAIN A JUDGMENT AGAINST GUARANTOR, AND EXECUTE UPON AND SEIZE FORTHWITH GUARANTOR'S PROPERTY AND ASSETS WITHOUT THE OPPORTUNITY TO RAISE ANY DEFENSE, SET-OFF, COUNTERCLAIM, OR OTHER CLAIM.

For the purposes of this Guaranty, the terms "Guarantor", "Borrower" and "CCC" shall include the heirs, successors, permitted assigns, transferees, executors, administrators and personal representatives of each of them (as applicable).

IN WITNESS WHEREOF, this Guaranty has been duly executed by Guarantor. If Guarantor is other than an individual person, the signing officer hereby personally represents and warrants to CCC that he or she is duly authorized to execute this Guaranty, and that all necessary action and approvals authorizing the deliver of this Guaranty to CCC have taken place.

Witness:

X Heather J Barrett  
(Signature)

X Heather J Barrett  
(Print Name)

Date: X September 17, 2002

BY: X Robert V Barrett

TYPE NAME: Robert V. Barrett

SSN: 203-68-0997

RESIDENCE ADDRESS:

X HCL Box 30  
(Street)

X Madera, PA 16010  
(City, State, Zip Code)

## PENNSYLVANIA CONTINUING PERSONAL GUARANTY

THIS CONTINUING GUARANTY ("Guaranty"), effective as September 11, 2002 (the "Effective Date"), is made and delivered by the undersigned ("Guarantor") to Center Capital Corporation, with its principal place of business located at 4 Farm Springs Road, Farmington, Connecticut 06032 ("CCC"). In order to induce CCC to extend credit, loan money, purchase equipment or otherwise grant financial accommodations (generally, "Accommodations") to Barrett Sanitation, Inc. ("Borrower") from time to time, each such accommodation to be evidenced by one or more agreements or other documents executed simultaneously with or subsequent to this Guaranty, the same being referred to herein as the "Agreements", Guarantor hereby unconditionally and absolutely guarantees to CCC the prompt payment of all indebtedness, including, but not limited to, principal, accrued interest, late charges and other money now due or hereafter becoming due to CCC in connection with the Accommodations (including, without limitation, interest on any of the foregoing which would have accrued but for the operation of the U.S. Bankruptcy Code, if Obligor becomes subject to same at any time), and the timely performance by Borrower of all of Borrower's obligations to CCC, whether they arise pursuant to the Agreements or otherwise (collectively, the "Obligations"). Without limiting the foregoing, the term "Obligations" is used in its most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations, debts and indebtedness to CCC, now existing or hereinafter incurred or created, including, but not limited to, all loans, advances, interest, costs, debts, lease obligations, attorney's fees, and costs of collection. Guarantor also agrees to pay CCC for its legal costs, including but not limited to attorney's and consultant's fee, incurred in connection with the collection on or enforcement of this Guaranty.

Guarantor hereby acknowledges that the transactions contemplated between Borrower and CCC constitute business and not "consumer" transactions. Guarantor hereby represents and warrants to CCC that (i) Guarantor is an owner of the Borrower-business in whole or in part (for example, a shareholder if the Borrower is a corporation, a partner if the Borrower is a partnership, or a member if the Borrower is a limited liability company) or otherwise has a financial or other substantial interest in the Borrower, and (ii) CCC did not request Guarantor to provide this Guaranty, but rather, Guarantor was advised by Borrower that Borrower does not independently meet CCC's standards for the extension of Accommodations, and Guarantor, in response, offered to give this Guaranty voluntarily and of its own free will for the purpose of inducing CCC to grant Accommodations to Borrower. Guarantor hereby acknowledges that neither CCC's acceptance of this Guaranty nor any other action by CCC in connection herewith is in violation of "Regulation B" of the Federal Reserve Board.

This Guaranty is, and shall be construed to be, an absolute and unlimited Guaranty of payment and performance, not a Guaranty of collection, and the liability of Guarantor hereunder shall not be affected, impaired or discharged, in whole or in part, by reason of any matter whatsoever, including (a) any stay, extension or discharge that may be granted to Borrower by any Court in any proceedings under the United States Bankruptcy Code, or under any state or other federal statutes, (b) any irregularity in or unenforceability of any of the Agreements or of this Guaranty, (c) any recovery on the Obligations becoming barred or adjudged unenforceable for any reason whatsoever, or (d) any circumstance arising that might otherwise constitute a defense to this Guaranty or to Guarantor's obligations hereunder.

Guarantor hereby acknowledges that this is a continuing Guaranty which shall apply to Obligations arising under one or more Accommodations approved by CCC (each an "Approval" or, if more than one, "Approvals") on or subsequent to the Effective Date. The Guarantor may terminate this Guaranty by notice in writing, addressed to an officer of CCC at the address appearing above or such other address as CCC may from time to time designate, and delivered to such officer either in person or via certified or registered mail, return receipt requested; PROVIDED, HOWEVER, SUCH TERMINATION SHALL BE EFFECTIVE ONLY AS TO APPROVALS GRANTED BY CCC SUBSEQUENT TO THE DATE OF CCC'S ACTUAL RECEIPT OF GUARANTOR'S NOTICE OF TERMINATION (the "Notice Receipt Date"), IT BEING SPECIFICALLY AGREED THAT GUARANTOR SHALL NOT HAVE THE RIGHT TO TERMINATE THIS GUARANTY WITH RESPECT TO ANY APPROVALS GRANTED OR OBLIGATIONS EXISTING PRIOR TO SUCH NOTICE RECEIPT DATE.

Guarantor hereby acknowledges that CCC has made no representation to Guarantor as to the creditworthiness of Borrower, and Guarantor represents that it has adequate means of monitoring Borrower's financial condition and agrees to keep informed of such matters as it believes might affect his, her or its liability hereunder. Guarantor further agrees that, absent a written request for information received by CCC from Guarantor and accompanied by a written consent from Borrower, CCC shall have no obligation to disclose to Guarantor any information acquired by CCC in the course of its relationship with Borrower.

Guarantor hereby waives, to the extent not expressly prohibited by law: (a) notice of acceptance of this Guaranty; (b) presentment, notice of protest, demand, and notice of any other kind, including, without limitation, notice of default by Borrower or any other guarantor or surety, and notice of new Approvals, the grant of new Accommodations, the creation of new or additional Obligations, and the modification or change in terms of the Obligations, including but not limited to the renewal, extension, acceleration or other change in the time of payment of the Obligations or a change in any interest rate; (c) any right to require CCC to proceed against any person, including, without limitation, Borrower or any other guarantor, before proceeding against Guarantor; (d) any right to require CCC to proceed against any collateral for the Obligations, including Borrower's collateral, before proceeding against Guarantor; (e) any right to require CCC to apply any payments or proceeds received against the Obligations in any certain order other than as may be required by law or by the Agreements; (f) any right to require CCC to disclose any information about the Obligations, the Borrower, the collateral for any Obligation, or any other guarantor or surety; and (g) any right to require CCC to pursue any remedy or course of action in CCC's power whatsoever. Guarantor also waives any and all rights and defenses arising by reason of: (i) any statute of limitations in any action under this Guaranty or the Obligations; (ii) any disability or other defense of Borrower, any other guarantor or surety or any other person; or (iii) the cessation of Guarantor's liabilities hereunder from any cause whatsoever, other than full and final payment of the Obligations. In addition, Guarantor hereby waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim arising from the existence or performance of this Guaranty, which it may now or hereafter have against Borrower, any other guarantor or surety of the Obligations, or any other person directly or contingently liable for the

Obligations guaranteed hereunder, or against or with respect to Borrower's property (including, without limitation, property collateralizing the Obligations guaranteed hereunder). Any and all present and future indebtedness of Borrower to Guarantor is hereby postponed in favor of, and subordinated to the full payment and performance of, all present and future Obligations of Borrower to CCC. Guarantor also hereby waives, (A) any right to assert any defense, set-off, counterclaim, or other claim of any nature whatsoever with respect to this Guaranty, Guarantor's obligations hereunder, or the Obligations, including any claim that any provision of the Agreements is unenforceable or that any irregularity or other alleged defect of this Guaranty impairs its enforceability, (B) any and all rights, claims and defenses, including but not limited to suretyship defenses and/or defenses arising or alleged to arise on any theory that the terms of this Guaranty are unconscionable (and Guarantor hereby acknowledges that the obligations of Guarantor under this Guaranty are neither larger in amount nor more burdensome than those of Borrower under any of the Agreements), and (C) any rights or defenses which Guarantor may have by reason of protections afforded to the Borrower with respect to any applicable anti-deficiency laws.

Guarantor hereby represents and warrants to CCC that Guarantor has carefully reviewed the waivers and other terms set forth in this Guaranty, has had the opportunity to consult with legal counsel, and, with full knowledge of the significance and consequences of such terms, believes the same are fair and reasonable under the circumstances.

Guarantor agrees not to sell, assign, encumber, transfer or otherwise dispose of all or substantially all of his, her or its assets (an "Asset Transfer") without CCC's prior written consent. If Guarantor or Borrower should at any time enter into or attempt to enter into an Asset Transfer without CCC's prior written consent, cease doing business as a going concern, or become insolvent or make a general assignment for the benefit of creditors, or if a proceeding should be commenced by or against Guarantor or Borrower under the United States Bankruptcy Code or any State insolvency law, or should an event of default occur with respect to the Obligations, Guarantor's obligations under this Guaranty shall forthwith become due and payable without notice. If any claim is made against CCC at any time for the repayment or recovery of any amount(s) or other value received by CCC from any source(s) in payment of or on account of any of the Obligations guaranteed hereunder, and CCC repays or otherwise becomes liable for all or any part of such claim, for whatever reason, Guarantor shall remain liable to CCC hereunder as if such amount(s) had never been received by CCC, notwithstanding any claim of satisfaction or termination hereof or the termination of the Agreements.

This Guaranty shall be binding upon Guarantor and his, her or its successors, permitted assigns, transferees, heirs, executors, administrators and personal representatives, and shall inure to the benefit of CCC, its successors and assigns. Guarantor may not delegate any of its obligations under this Guaranty. CCC shall have the right to assign and transfer this Guaranty to one or more assignees of the Obligations or Agreements, and such assignees shall have the right to assign the same. Such assignees shall have the rights, remedies and privileges granted hereunder to CCC and shall have the right to rely upon this Guaranty in the same manner and with the same force and effect as if the assignees had been specifically named as the recipients hereof. Guarantor agrees not to assert against any assignee any claim, counterclaim, setoff or defense which Guarantor may claim to have against the Borrower or CCC. Any subsequent guaranty given by Guarantor or by any other party on behalf of the Borrower shall not be considered to substitute for or to terminate this Guaranty, but will be construed only to provide additional security to CCC. No delay on the part of CCC in exercising any rights hereunder or any failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on Guarantor shall be deemed to be a waiver of the obligations of Guarantor or of the right of CCC to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing, signed by an executive officer of CCC or its assignee, nor shall any such waiver be applicable except in the specific instance for which given. Guarantor acknowledges and agrees that this Guaranty fully incorporates all of the oral and written agreements and understanding of Guarantor with CCC with respect to the subject matter hereof and that all prior negotiations, drafts, and other extrinsic communications between Guarantor and CCC are merged herein. If any provision or part of any provision of this Guaranty is in conflict with any applicable statute, rule of law, or matter of public policy, then such provision, or part thereof, as the case may be, shall be deemed null and void in conflicting applications without invalidating the remaining provisions hereof or the remaining part of such provision, or the applicability of such provision in non-conflicting applications.

This Guaranty is delivered to CCC at its business office in the Commonwealth of Pennsylvania and shall be governed, construed and interpreted for all purposes in accordance with the laws of the Commonwealth of Pennsylvania, without regard to (i) Pennsylvania's conflict-of-law rules, or (ii) any prohibitions on or limits to confessions of judgment in any jurisdiction. No defense given or allowed by the laws of any other State or Country shall be interposed in any action hereon unless such defense is also given or allowed by the laws of the Commonwealth of Pennsylvania, such defense, in any event, being subject to the terms and conditions contained herein. **GUARANTOR HEREBY CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS IN PENNSYLVANIA AND WAIVES ANY OBJECTION GUARANTOR MAY HAVE TO THE VENUE OR THE CONVENIENCE OF SUCH FORUMS.** Guarantor consents and agrees that if CCC so elects, the state and federal courts in the Commonwealth of Pennsylvania shall have exclusive jurisdiction of all controversies and disputes arising hereunder, except that nothing stated herein shall preclude CCC from commencing an action against Guarantor in any other State in which personal jurisdiction over Guarantor may be properly obtained. To the extent permitted by law, Guarantor hereby waives trial by jury and the right thereto in any action or proceeding of any kind arising on, out of, under or by reason of this Guaranty.

If Guarantor is an individual person, he or she acknowledges that he/she previously provided Lender with (or authorized a third person to provide Lender with) his/her social security number with the understanding that the same would be used by CCC to obtain personal credit bureau reports and other personal credit information. Borrower hereby authorizes Lender, from time to time in the future, to conduct such credit inquiries regarding Borrower's personal and business credit status as Lender shall deem necessary including, without limitation, requesting additional credit reports from credit bureaus, contacting banks, lenders and other financial institutions for trade references and for information regarding bank accounts, loan and credit balances and similar information. In addition, Guarantor hereby agrees to provide to CCC such information as to the business affairs and financial condition of Guarantor as CCC may, from time to time, request and to notify CCC of any change of address of Guarantor no less than thirty (30) days prior to such event.

THE FOLLOWING PARAGRAPH SETS FORTH, IN ADDITION TO THE OTHER REMEDIES EXPRESSED ELSEWHERE IN THIS GUARANTY, A POWER OF AUTHORITY FOR CCC, OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND TO ENTER JUDGMENT AGAINST GUARANTOR WITHOUT PRIOR NOTICE TO GUARANTOR AND WITHOUT A COURT HEARING. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST GUARANTOR, THE GUARANTOR, FOLLOWING CONSULTATION WITH (OR DECISION NOT TO CONSULT WITH) SEPARATE COUNSEL FOR GUARANTOR, AND WITH KNOWLEDGE OF THE LEGAL EFFECT HEREOF, HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, INTELLIGENTLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE GUARANTOR HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES OF AMERICA, COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE INCLUDING, WITHOUT LIMITATION, A HEARING PRIOR THE ENTRY OF JUDGMENT OR PRIOR TO GARNISHMENT AND ATTACHMENT OF THE GUARANTOR'S PROPERTY AND ASSETS. GUARANTOR ACKNOWLEDGES AND UNDERSTANDS THAT BY ENTERING INTO THIS AGREEMENT CONTAINING A CONFESSION OF JUDGMENT CLAUSE, GUARANTOR IS VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY GIVING UP ANY AND ALL RIGHTS, INCLUDING CONSTITUTIONAL RIGHTS, THAT GUARANTOR HAS OR MAY HAVE TO NOTICE AND A HEARING BEFORE (1) JUDGMENT CAN BE ENTERED AGAINST GUARANTOR, AND/OR (2) THE GUARANTOR'S ASSETS, INCLUDING, FOR EXAMPLE BUT WITHOUT LIMITATION, ITS BANK ACCOUNTS AND PROPERTY, MAY BE GARNISHED, LEVIED, EXECUTED UPON AND/OR ATTACHED. GUARANTOR UNDERSTANDS THAT ANY SUCH GARNISHMENT, LEVY, EXECUTION AND/OR ATTACHMENT SHALL RENDER SUCH PROPERTY IMMEDIATELY UNAVAILABLE TO GUARANTOR. IT IS SPECIFICALLY ACKNOWLEDGED BY GUARANTOR THAT CCC HAS RELIED (AND IN THE FUTURE WILL CONTINUE TO RELY) ON THIS WARRANT OF ATTORNEY AND THE RIGHTS WAIVED BY GUARANTOR HEREIN IN GRANTING APPROVALS AND ACCOMMODATIONS TO BORROWER AND IN ENTERING INTO AGREEMENTS WITH BORROWER.

GUARANTOR AGREES THAT IF ANY OF THE OBLIGATIONS ARE NOT PAID WITHIN ANY APPLICABLE GRACE PERIOD PROVIDED FOR IN THE AGREEMENTS, CCC MAY CAUSE JUDGMENT TO BE ENTERED AGAINST GUARANTOR, AND FOR THAT PURPOSE, GUARANTOR HEREBY AUTHORIZES AND EMPOWERS CCC OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GUARANTOR WITH OR WITHOUT NOTICE TO GUARANTOR AND WITHOUT DECLARATION FILED, FOR SUCH SUM OR SUMS AS MAY BE PAYABLE HEREUNDER AND WITH COSTS OF SUIT, RELEASE OF ERRORS, WITHOUT STAY OF EXECUTION AND WITH TWENTY PERCENT (20%) ADDED AS ATTORNEY'S COLLECTION FEES, HEREBY WAIVING AND RELEASING ALL RELIEF FROM ANY AND ALL APPRAISMENT AND STAY OF EXEMPTION LAWS OF ANY STATE. BY SIGNING THIS CONTINUING GUARANTY, GUARANTOR ACKNOWLEDGES AND AGREES THAT CCC MAY OBTAIN A JUDGMENT AGAINST GUARANTOR, AND EXECUTE UPON AND SEIZE FORTHWITH GUARANTOR'S PROPERTY AND ASSETS WITHOUT THE OPPORTUNITY TO RAISE ANY DEFENSE, SET-OFF, COUNTERCLAIM, OR OTHER CLAIM.

For the purposes of this Guaranty, the terms "Guarantor", "Borrower" and "CCC" shall include the heirs, successors, permitted assigns, transferees, executors, administrators and personal representatives of each of them (as applicable).

IN WITNESS WHEREOF, this Guaranty has been duly executed by Guarantor. If Guarantor is other than an individual person, the signing officer hereby personally represents and warrants to CCC that he or she is duly authorized to execute this Guaranty, and that all necessary action and approvals authorizing the deliver of this Guaranty to CCC have taken place.

Witness:

X Robert V. Barrett  
(Signature)

X Robert V. Barrett  
(Print Name)

Date: X 9-24-02

BY: X Heather Barrett

TYPE NAME: Heather J. Barrett

SSN: 161-68-3823

RESIDENCE ADDRESS:

X Hc, Box 30  
(Street)

X Madera PA 16801  
(City, State, Zip Code)

### Irrevocable Power of Attorney Relative to Motor Vehicle Financing

THIS IRREVOCABLE POWER OF ATTORNEY, is executed by the undersigned ("Borrower") who intends that it be effective on the date shown below, and is made and delivered in connection with the financing (on one or more occasions) of one or more motor vehicles (each, a "Vehicle") by *CENTER CAPITAL CORPORATION* ("CCC") on behalf of Borrower. Borrower, seeking to induce CCC to proceed with such financing(s) from and after the date hereof, intending to insure protection of CCC's interests in the vehicles being financed, and acknowledging the consideration accruing to its benefit as a result of the financing(s) to be provided (in each case at CCC's sole discretion), does hereby execute this IRREVOCABLE POWER OF ATTORNEY.

Borrower hereby constitutes and appoints CCC (acting by, through, and at the sole and complete discretion of any of its officers or managers) as its true and lawful attorney-in-fact, with full power of substitution, to act in its name place and stead in connection with those matters outlined below (shown as the "Permitted Actions"). Any actions undertaken by CCC pursuant hereto may be undertaken to the same extent as Borrower could do if acting on its own behalf, and Borrower hereby ratifies and confirms all such actions of CCC (and its agent(s)). Following are the Permitted Actions, all or any of which CCC may undertake at any time and on one or more occasions, simultaneously or consecutively, as it may deem appropriate:

- 1. to apply for motor vehicle title and/or registration documents showing CCC or its nominee/designee as first lienholder on, and Borrower as owner/operator of, the Vehicle(s);*
- 2. to execute and file one or more Uniform Commercial Code Financing Statements and/or amendments thereto relative to the Vehicle(s) or any attachments or accessions thereto;*
- 3. to direct that the title certificate(s) be delivered to CCC rather than Borrower notwithstanding a policy within the titling jurisdiction that same be delivered to Borrower, and/or to obtain or consent to the issuance of repossession certificates of title or any similar instrument following default by Borrower;*
- 4. to execute a bill of sale or other evidence of title transfer in favor of a purchaser(s) of the Vehicle(s) for value following repossession or surrender by Borrower upon default, or other similar event.*

This Power of Attorney is intended to benefit CCC, its successors and any party to whom a Vehicle financing instrument is assigned, is delegable to an agent, and is IRREVOCABLE for so long as any indebtedness remains outstanding between Borrower and CCC. It is intended to be coupled with an interest and shall not be affected by subsequent disability or incompetence of (one or more of) the Borrower(s) (if an individual(s)), nor any change in ownership or control of Borrower (if a partnership, corporation, limited liability company, or other similar legal entity). In order to induce any third party to act hereunder, Borrower hereby agrees that anyone receiving a photocopy or facsimile of this instrument, the same appearing on its face to be a photocopy or facsimile of a duly executed original, may act in reliance thereon, and for purposes thereof, shall have no duty to inquire as to the efficacy or validity of any outstanding indebtedness between Borrower and CCC, it being presumed for all such purposes that CCC is acting within its rights hereunder and under any accompanying photocopies, facsimiles or originals of relevant loan or lease agreements and, further, that any representation made by CCC that Borrower is in default is true. Borrower further, for itself, its successors, and assigns, indemnifies and holds harmless any such third party from and against any and all claims that may arise against it by reason of its reliance on and compliance with the provisions of this instrument and/or the demands made by CCC in accordance herewith.

Borrower agrees that CCC shall not be responsible for any error, negligence, or for any sort of act or omission not determined by a court of competent jurisdiction to be willful misconduct, and Borrower indemnifies and holds harmless CCC, its officers, directors, managers, employees and agents of and from any and all actions, claims, demands or liabilities arising out of any act undertaken in connection herewith.

THE INDIVIDUAL(S) SIGNING BELOW REPRESENT TO CCC THAT HE/SHE/THEY (EITHER INDIVIDUALLY OR IN THE AGGREGATE) ARE EMPOWERED TO EXECUTE THIS INSTRUMENT. IF BORROWER IS TWO OR MORE INDIVIDUALS, THE SIGNERS AGREES THAT THIS POWER OF ATTORNEY SHALL APPLY TO THEM JOINTLY AND SEVERALLY, AND FURTHER AGREE THAT BY EXECUTING SAME THEY MAKE IT VALID AND OPERATIVE AS OF THE DATE OF EXECUTION.

IN WITNESS WHEREOF, the undersigned, as principal(s) of the Borrower (if a proprietorship, partnership, limited partnership or similar entity), as a duly authorized officer(s) of the Borrower (if a corporation), or acting in such other capacity(ies) as makes this Power of Attorney fully effective and enforceable, has (have) affixed my (our) signature(s) on the date(s) shown below.

Signed:

Borrower: Barrett Sanitation, Inc.

X Robert V. Barrett

Print Name: Robert V. Barrett

Title: President

Date: X 9-30-02

THE INDIVIDUAL(S) SIGNING BELOW REPRESENT TO CCC THAT HE/SHE/THEY (EITHER INDIVIDUALLY OR IN THE AGGREGATE) ARE EMPOWERED TO EXECUTE THIS INSTRUMENT. IF BORROWER IS TWO OR MORE INDIVIDUALS, THE SIGNERS AGREES THAT THIS POWER OF ATTORNEY SHALL APPLY TO THEM JOINTLY AND SEVERALLY, AND FURTHER AGREE THAT BY EXECUTING SAME THEY MAKE IT VALID AND OPERATIVE AS OF THE DATE OF EXECUTION.

IN WITNESS WHEREOF, the undersigned, as principal(s) of the Borrower (if a proprietorship, partnership, limited partnership or similar entity), as a duly authorized officer(s) of the Borrower (if a corporation), or acting in such other capacity(ies) as makes this Power of Attorney fully effective and enforceable, has (have) affixed my (our) signature(s) on the date(s) shown below.

Signed:

Borrower: Barrett Sanitation, Inc.

X Robert V. Barrett

Print Name: Robert V. Barrett

Title: President

Date: X 9-30-02



OF TAMPA  
1015 S 50th Street  
Tampa, Florida 33619  
(813) 247-6536  
Fax (813) 247-4465  
Toll Free 1-800-488-8884

CUSTOMER INVOICE

DATE 10/04/02	NUMBER 253185
CUSTOMER P.O. NO.	CUSTOMER NO. C25093
STORE 111 122	PAGE 1

REFERENCE W1-285882 TRUCK SALE	SHIP DATE 10/04/02	SHIP VIA	TERMS NET 10 <sup>th</sup> PROX.
-----------------------------------	-----------------------	----------	-------------------------------------

C25093  
CENTER CAPITAL CORPORATION  
SOLD 790 PENLLYN-BLUE BELL PIKE  
TO: SUITE 205  
BLUE BELL, PA 19422

C25093  
CENTER CAPITAL CORPORATION  
SHIP 790 PENLLYN-BLUE BELL PIKE  
TO: SUITE 205  
BLUE BELL, PA 19422

INVOICE

QUANTITY	PROD. LINE	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
000000	SHIP	000	000	0.00	0.00
		8010	COMMISSIONS EARNED		418.21
			COMMISSION ON BARRETT SANITATION		0.00
			SUB TOTAL		0.00
			CORE TOTAL		0.00
			SALES TAX		0.00
			TOTAL		418.21 ✓

RETURN POLICY: Parts may be returned within 15 days from the date of purchase, unless otherwise noted, subject to a restock fee of 25%. Special order are NON-REFUNDABLE.  
LATE FEE: All unpaid balance are subject to a late fee of 1.5% per month. FL Motor Vehicle Registration# MV-25305.

*[Handwritten Signature]*  
\$411,821.05  
9.73% yield w/o fee  
(1% fee)

I CLAIM TAX EXEMPTION UNDER # \_\_\_\_\_ COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_ CUSTOMER'S SIGNATURE \_\_\_\_\_

limited warranty: All parts are warranted to be free from defects for 30 days from the invoice date. We will, at our option, either repair or replace any defective part or give a refund. This is in lieu of all other warranties, including those for a particular purpose and merchantability. Under no circumstances shall we be responsible for any loss, damage, or other related incident or consequence.

# INVOICE

Sold To: Barrett Sanitation, Inc. ✓  
HC 1 Box 30  
Madera, PA 16661

Date: September 11, 2002

Invoice: 201190

## PURCHASE INFORMATION:

### TRUCK

1994 FORD L8000 \$ 41,340.00

VIN 1FDZW82E3RVA12071 ✓

25yd Heil Rearloader

Serial # 3A-4876-2B

FREIGHT \$ 481.25

TOTAL DUE

\$ 41,821.25 ✓

Trucks and Parts of Ohio  
9206 US RT 40 West  
New Paris, Ohio 45347  
(800) 488-8886

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

10,096

023091287000080-001

1F0ZWA2E3RVA12071  
VEHICLE IDENTIFICATION NUMBER

1994  
YEAR

FORD  
MAKE OF VEHICLE

58157517301 BA  
TITLE NUMBER

TK

BODY TYPE

0

DUP

SEAT CAP

OH

PRIOR TITLE STATE

11/05/02

ODOM. PROCD. DATE

081500

ODOM. MILES

0

ODOM STATUS

11/05/02  
DATE PA TITLED

11/05/02  
DATE OF ISSUE

32,000  
UNLADEN WEIGHT

61,000  
GVWR

GCWR

TITLE BRANDS

### ODOMETER STATUS

- 0 = ACTUAL MILEAGE
- 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
- 2 = NOT THE ACTUAL MILEAGE
- 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
- 4 = EXEMPT FROM ODOMETER DISCLOSURE

### TITLE BRANDS

- A = ANTIQUE VEHICLE
- C = CLASSIC VEHICLE
- D = COLLECTIBLE VEHICLE
- F = OUT OF COUNTRY
- G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = IS/WAS A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THEFT VEHICLE
- V = VEHICLE CONTAINS REISSUED VIN
- W = FLOOD VEHICLE
- X = IS/WAS A TAXI

REGISTERED OWNER(S)

BARRETT SANITATION INC  
HCL BOX 30  
PO BOX 525  
MADERA PA 16661

FIRST LIEN FAVOR OF:

CENTER CAPITAL CORP

SECOND LIEN FAVOR OF:

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

CENTER CAPITAL CORP  
4 FARM SPRING RD  
FARMINGTON CT 06032

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

BRADLEY L MALLORY

Secretary of Transportation

### D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN  
TO BEFORE ME:

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: ☐ IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

☐ IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

SEAL

17775747

12/10/02  
original in FP  
34683-01  
(PM)



FILED

MAR 23 2004

William A. Shaw  
Prothonotary

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen  
Farmington, Connecticut 06032,  
Plaintiff

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

No. 2004-403-CD

Complaint for Money Damages

NOTICE TO PLEAD

TO: James A. Naddeo, Esq.  
211 ½ E. Locust Street  
PO Box 552  
Clearfield, PA 16830

You are hereby notified to plead to the within Answer and Counterclaim within twenty (20) days from receipt thereof or a default judgment may be entered against the Plaintiff.

By: 

Robert C. Rayman, Esq.  
Attorney for Defendant  
1315 W. College Ave., Suite 300  
State College, PA 16801  
I.D. #30339

FILED

APR 14 2004

William A. Shaw  
Prothonotary

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

**CENTER CAPITAL CORPORATION,  
3 Farm Glen  
Farmington, Connecticut 06032,  
Plaintiff**

**vs.**

**BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants**

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

**No. 2004-403-CD**

**Complaint for Money Damages**

**ANSWER AND COUNTERCLAIM**

AND NOW, comes the Defendants, and state as follows:

1. Admitted.
2. Denied. Barrett Sanitation, Inc. is a Pennsylvania Corporation whose offices are now located at 186 Thompson Road, Suite 2, Philipsburg, Pennsylvania.

3. Admitted.

4. Admitted.

**FACTS**

5. Admitted.

6. Admitted in part and denied in part. It is admitted that the payments are stated in the agreement in the manner alleged in the complaint. However, Defendants paid \$4,2000 up front to cover the final payment which is held by Plaintiff.

**COUNT I  
MONEY DAMAGES FOR BREACH OF CONTRACT**

7. The answers in paragraphs 1 through 6 are incorporated herein by reference.

8. Denied. Plaintiff has repossessed the vehicle without crediting Defendants with the value (\$30,000 as set forth in their default sheet) or the sales proceeds. Plaintiff has failed to give Defendants credit for the \$4,200 paid at signing the agreement.

9. Admitted. It is further averred that Plaintiff took possession and control of the vehicle on or after that date.

10. Denied. Plaintiffs' calculations fail to take into account either the \$4,200 paid up front as a deposit or the value of the vehicle.

11. Admitted.

12. Admitted in part and denied in part. It is admitted that the "equipment" was recovered. However, neither the value of the vehicle nor the sale proceeds have been credited to Defendants.

13. Admitted.

14. Denied. No provision of the agreement provides for payment of Plaintiff's legal fees.

15. Denied. Defendant Corporation has received no demand for payment of the amounts due and owing.

**COUNT II**  
**BREACH OF GUARANTY AGAINST ROBERT BARRETT**

16. The answers to paragraphs 1 through 15 are incorporated herein by reference.

17. Admitted.

18. Denied as stated hereinabove regarding credits for the \$4,200 paid and the value of the collateral.

19. Denied. Robert Barrett has not been previously informed of default and demand for payment.

20. Denied. Defendant has not been credited with the amount of the value of the collateral nor the \$4,200 prepaid.

**COUNT III**  
**BREACH OF GUARANTY AGAINST HEATHER BARRETT**

21. The answers to paragraph 1 through 20 are incorporated herein by reference.

22. Admitted.

23. Denied as stated hereinabove regarding credits for the \$4,200 paid and the value of the collateral.

24. Denied. Heather Barrett has not been previously informed of default and demand for payment.

25. Denied. Defendant has not been credited with the amount of the value of the collateral nor the \$4,200 prepaid.

WHEREFORE, Defendants request that the Complaint be dismissed.

**COUNTERCLAIM**

26. The answers to paragraphs 1 through 25 are incorporated herein by reference.

27. At the time of execution of the Master Loan Agreement, Defendant Corporation also executed a "Loan Schedule", which is attached to the Complaint.

28. Pursuant to the terms of the Loan schedule, Defendant paid Plaintiff the sum of \$4,200 as a "concurrent payment".

29. Plaintiff has not credited Defendants' account with said payment.

30. Plaintiff in addition took possession of the collateral, a 1994 Ford L8000 Truck.

31. At the time of default, Plaintiff valued the vehicle at \$30,000. (See the default Sheet attached to the complaint).

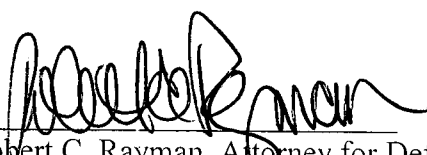
32. Plaintiff has neither sold the vehicle and credited Defendants with the proceeds, nor credited defendants with the value of the vehicle as stated.

WHEREFORE, Defendants demand judgment to set off against Plaintiff in the amount of \$34,200.00.

Respectfully submitted,

Dated: 4/9/07

By:

  
Robert C. Rayman, Attorney for Defendants  
I.D. No.: 30339  
1315 W. College Avenue, Suite 300  
State College, PA 16801  
(814) 234-5227

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen  
Farmington, Connecticut 06032,  
Plaintiff

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

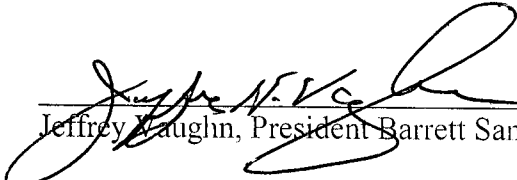
No. 2004-403-CD

Complaint for Money Damages

VERIFICATION

I, Jeffrey Vaughn, President of Barrett Sanitation, Inc., hereby verify that the facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Date: 4/9/09

  
Jeffrey Vaughn, President Barrett Sanitation, Inc.

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen  
Farmington, Connecticut 06032,  
Plaintiff

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

No. 2004-403-CD

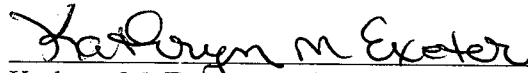
Complaint for Money Damages

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Answer and Verification has this 13 day of **April, 2004**, been served by U.S. mail, postage prepaid, upon Defendant's counsel at the following address:

James A. Naddeo, Esq.  
211 ½ E. Locust Street  
PO Box 552  
Clearfield, PA 16830

By:



Kathryn M. Exeter, Assistant to Robert C. Rayman,  
Attorney for Defendant Barrett Sanitation, Inc.

FILED

*M 1:00 PM 1cc to atty*

APR 14 2004

*GA*  
*SED*

William A. Shaw  
Prothonotary

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen, Farmington,  
Connecticut 06032,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

No. 04 - 403 - CD

Type of Pleading:

**PLAINTIFF'S PRELIMINARY  
OBJECTIONS TO DEFENDANTS'  
COUNTERCLAIM**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

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

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

**FILED**

**MAY 04 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen, Farmington,  
Connecticut 06032,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

No. 04 - 403 - CD

Type of Pleading:

**PLAINTIFF'S PRELIMINARY  
OBJECTIONS TO DEFENDANTS'  
COUNTERCLAIM**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

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

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

**FILED**

**MAY 04 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CENTER CAPITAL CORPORATION, \*  
3 Farm Glen, Farmington, \*  
Connecticut 06032, \*  
Plaintiff, \*

vs.

No. 04 - 403 - CD

BARRETT SANITATION, INC., \*  
ROBERT V. BARRETT and \*  
HEATHER J. BARRETT, \*  
Defendants \*

**PLAINTIFF'S PRELIMINARY OBJECTIONS  
TO DEFENDANTS' COUNTERCLAIM**

Plaintiff, Center Capital Corporation, by and through its attorney, hereby submits the following Preliminary Objections to Defendants' Counterclaim pursuant to Pa.R.C.P. 1028(a)(4) and in support thereof avers the following:

1. Plaintiff commenced this action by filing a Complaint on March 23, 2004.

2. Defendants filed an Answer and Counterclaim in this matter on April 13, 2004.

3. Defendants' Counterclaim seeks credit for \$30,000.00, being the estimated gross value of the collateral repossessed by Plaintiff.

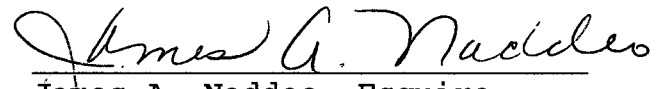
4. Article 9 of the Pennsylvania Uniform Commercial Code does not require Plaintiff to credit Defendants with the

gross proceeds from a commercially reasonable disposition of the equipment but only the net proceeds.

5. Plaintiff has the right under the Pennsylvania Uniform Commercial Code 9-601 to pursue cumulative and simultaneous remedies and may therefore reduce its claim to judgment prior to effecting a commercially reasonable sale of the repossessed collateral.

WHEREFORE, Plaintiff respectfully requests your Honorable Court to grant its Preliminary Objections by way of demurrer and dismiss Defendants' Counterclaim.

Respectfully submitted,

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen, Farmington,  
Connecticut 06032,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

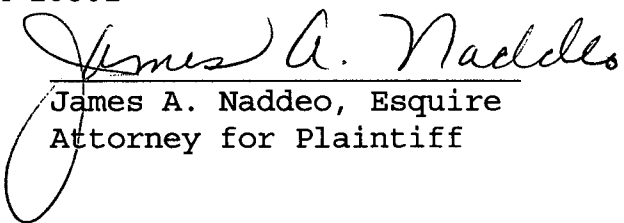
No. 04 - 403 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Plaintiff's Preliminary Objections to Defendants' Counterclaim filed in the above-captioned action was served on the following person and in the following manner on the 4th day of May, 2004:

First-Class Mail, Postage Prepaid

Robert C. Rayman, Esquire  
1315 W. College Ave., Suite 300  
State College, PA 16801

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

FILED <sub>icc</sub>

~~9/18/2004~~ *Atty Maddeo*  
MAY 18 4 2004 *W*

William A. Shaw  
Prothonotary/Clerk of Courts

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

CENTER CAPITAL CORPORATION

VS.

BARRETT SANITATION INC. al

COMPLAINT FOR MONEY DAMAGES

Sheriff Docket # 15355

04-403-CD

**SHERIFF RETURNS**

NOW MARCH 29, 2004 AT 1:45 PM SERVED THE WITHIN COMPLAINT FOR MONEY JUDGMENT ON HEATHER J. BARRETT, DEFENDANT AT RESIDENCE, HC 1 BOX 30, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER BARRETT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT FOR MONEY JUDGMENT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS

NOW MARCH 29, 2004 AT 1:45 PM SERVED THE WITHIN COMPLAINT FOR MONEY JUDGMENT ON ROBERT BARRETT, DEFENDANT AT RESIDENCE, HC 1 BOX 30, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER BARRETT, WIFE A TRUE AND ATTESTED COY OF THE ORIGINAL COMPLAINT FOR MONEY JUDGMENT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS


NOW MARCH 29, 2004 AT 1:45 PM SERVED THE WITHIN COMPLAINT FOR MONEY JUDGMENT ON BARRETT SANITATION INC., DEFENDANT AT RESIDENCE, HC 1 BOX 30, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER BARRETT, PART OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT FOR MONEY JUDGMENT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS

**Return Costs**

Cost	Description
46.12	SHERIFF HAWKINS PAID BY: ATTY CK# 16006
30.00	SURCHARGE PAID BY: ATTY CK# 16007

Sworn to Before Me This

10<sup>th</sup> Day Of May 2004

  
WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins

Sheriff

**FILED**

01:53 PM  
MAY 10 2004

William  
Prothonotary/Clerk of Courts

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

FILED

CENTER CAPITAL CORPORATION,  
3 Farm Glen  
Farmington, Connecticut 06032,  
Plaintiff

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

No. 2004-403-CD

Complaint for Money Damages

MAY 14 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

ANSWER TO PRELIMINARY OBJECTION

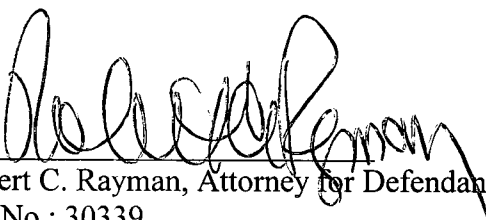
Defendant, Barrett Sanitation, Inc., files the following Answer to Plaintiff's Preliminary Objections::

1. Admitted.
2. Admitted.
3. Admitted.
4. Article 9 of the Pennsylvania Uniform Commercial Code does not apply. Paragraph 8 of Plaintiff's contract states that the laws of the State of Connecticut apply to this contract.
5. Plaintiff does not have any rights under 9-601 as the Pennsylvania Uniform Commercial Code does not apply.

Respectfully submitted,

Dated: 5/13/04

By:

  
Robert C. Rayman, Attorney for Defendants  
I.D. No.: 30339  
1315 W. College Avenue, Suite 300  
State College, PA 16801  
(814) 234-5227

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen  
Farmington, Connecticut 06032,  
Plaintiff

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

No. 2004-403-CD

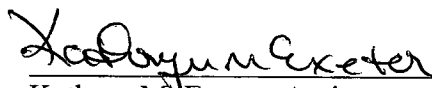
Complaint for Money Damages

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Answer to Preliminary  
Objections has this 13<sup>th</sup> day of May, 2004, been served by U.S. mail, postage prepaid, upon  
Defendant's counsel at the following address:

James A. Naddeo, Esq.  
211 ½ E. Locust Street  
PO Box 552  
Clearfield, PA 16830

By:



Kathryn M. Exeter, Assistant to Robert C. Rayman,  
Attorney for Defendant Barrett Sanitation, Inc.

A

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

CENTER CAPITAL CORPORATION :

vs.

: No. 04-403-CD

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT

:  
:  
:  
:  
:

**ORDER**

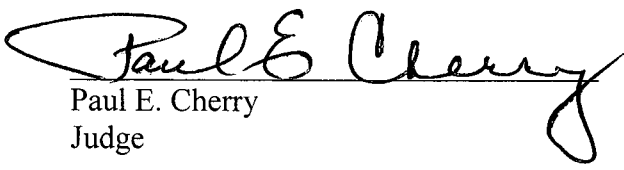
AND NOW, this 26 day of May, 2004, upon consideration of Plaintiff's Preliminary Objections to Defendants' Counterclaim in the above matter, it is the ORDER of the Court that argument on said Objections has been scheduled for the 30 day of June, 2004, at 11:00 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

**FILED**

MAY 26 2004

William A. Shaw  
Prothonotary

  
Paul E. Cherry  
Judge

FILED

O 3.42.09

*all & Notice to City Medico*

MAY 26 2004

*SEP*

William A. Shaw  
Prothonotary

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen, Farmington,  
Connecticut 06032,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

No. 04 - 403 - CD

Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

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

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

MAY 27 2004

William A. Shaw  
Prothonotary

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen, Farmington,  
Connecticut 06032,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

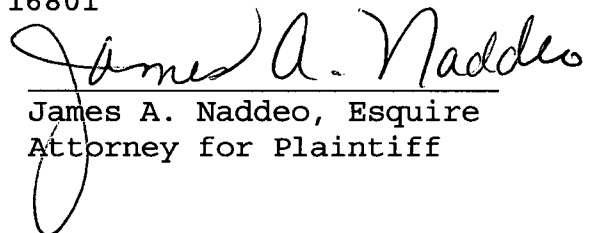
No. 04 - 403 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of the Court's Order dated May 26, 2004, issued in the above-captioned action was served on the following person and in the following manner on the 27th day of May, 2004:

First-Class Mail, Postage Prepaid

Robert C. Rayman, Esquire  
1315 W. College Ave., Suite 300  
State College, PA 16801

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

FILED

03:25 NCL

MAY 27 2004



William A. Shaw  
Prothonotary

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

CENTER CAPITAL CORPORATION,  
Plaintiff

V.

BARRETT SANITATION, INC.,  
Defendant

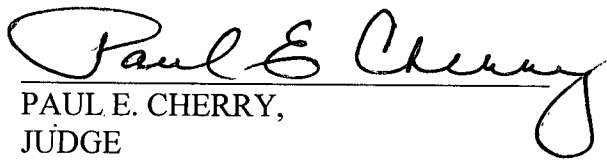
NO. 04-403-CD

**ORDER**

AND NOW, this 7th day of June, 2004, upon counsel for Plaintiff's request for continuance of hearing scheduled for June 30, 2004, Attorney Robert C. Rayman having indicated that Attorney James Naddeo consents to this request, it is the ORDER of this Court that said hearing be and is hereby continued until the 16 day of

July, 2004, in Courtroom No. 2 of the Clearfield County Courthouse. at  
1:30 P.M.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

**JUN 08 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED 1cc Amy Nadeo

3/31/04 1cc Amy Kayman

JUN 08 2004

William A. Shaw

Prothonotary/Clerk of Courts

CA

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

CENTER CAPITAL CORPORATION

V.

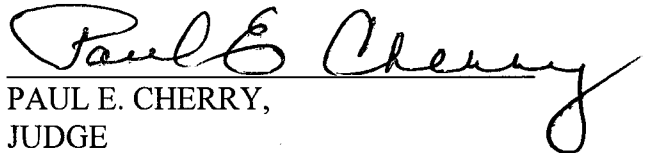
NO. 04-403-CD

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT

**ORDER**

AND NOW, this 14<sup>th</sup> day of July, 2004, the Court having received a request from James A. Naddeo, Esquire, for a continuance of the Argument scheduled on Friday, July 16, 2004, it is the ORDER of this Court that hearing be and is hereby continued until the 29 day of July, 2004, at 10:30 o'clock A.M. at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

**JUL 15 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

*File*

FILED

*rec Atty Naddao*

*01/31/2004*

*rec Atty Rayman*

William A. Shaw

Prothonotary/Clerk of Courts

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen, Farmington,  
Connecticut 06032,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

No. 04 - 403 - CD

Type of Pleading:

**REPLY TO ANSWER TO  
PRELIMINARY OBJECTION**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

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

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

*10:46 AM*  
JUL 15 2004

*cc*  
*Att. Naddeo*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CENTER CAPITAL CORPORATION,	)	
3 Farm Glen, Farmington, Connecticut 06032,	)	
	)	No. 2004-403-CD
Plaintiff,	)	
	)	
v.	)	
	)	Complaint for Money Damages
BARRETT SANITATION, INC.,	)	
ROBERT V. BARRETT, and	)	
HEATHER J. BARRETT	)	
	)	
Defendants.	)	

**REPLY TO ANSWER TO PRELIMINARY OBJECTION**

Plaintiff Center Capital Corporation files the following reply to Defendants' Answer to Preliminary Objection:

1. The sole argument raised by Defendants against the "Plaintiff's Preliminary Objection to Defendants' counterclaim" is that the Pennsylvania Uniform Commercial Code does not apply, and that the law of the State of Connecticut applies to this contract. Therefore, Plaintiff does not have any rights under 9-601 of the Pennsylvania Uniform Commercial Code.

2. Defendants' sole answer to Preliminary Objection is a distinction without a difference, because the relevant provisions of the Pennsylvania Uniform Commercial Code and Connecticut Uniform Commercial Code are substantively identical as applied to the fact situation in this case. See attached copy of the Connecticut Section 9-601 Uniform Commercial Code and of the Pennsylvania Section 9-601 Uniform Commercial Code.

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

CENTER CAPITAL CORPORATION,	)	
3 Farm Glen, Farmington, Connecticut 06032,	)	
	)	No. 2004-403-CD
Plaintiff,	)	
	)	
v.	)	
	)	Complaint for Money Damages
BARRETT SANITATION, INC.,	)	
ROBERT V. BARRETT, and	)	
HEATHER J. BARRETT	)	
	)	
Defendants.	)	

**REPLY TO ANSWER TO PRELIMINARY OBJECTION**

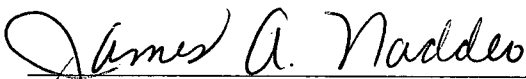
Plaintiff Center Capital Corporation files the following reply to Defendants' Answer to Preliminary Objection:

1. The sole argument raised by Defendants against the "Plaintiff's Preliminary Objection to Defendants' counterclaim" is that the Pennsylvania Uniform Commercial Code does not apply, and that the law of the State of Connecticut applies to this contract. Therefore, Plaintiff does not have any rights under 9-601 of the Pennsylvania Uniform Commercial Code.

2. Defendants' sole answer to Preliminary Objection is a distinction without a difference, because the relevant provisions of the Pennsylvania Uniform Commercial Code and Connecticut Uniform Commercial Code are substantively identical as applied to the fact situation in this case. See attached copy of the Connecticut Section 9-601 Uniform Commercial Code and of the Pennsylvania Section 9-601 Uniform Commercial Code.

WHEREFORE, Plaintiff Center Capital Corporation respectfully requests your honorable court to grant its Preliminary Objection by way of demure and dismiss Defendants' counterclaim.

Respectfully submitted,

By:   
James A. Naddeo, Attorney for Plaintiff  
207 East Market Street  
Clearfield, PA 16830  
(814) 765-1601  
(814) 765-8142

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

CENTER CAPITAL CORPORATION,  
3 Farm Glen, Farmington,  
Connecticut 06032,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

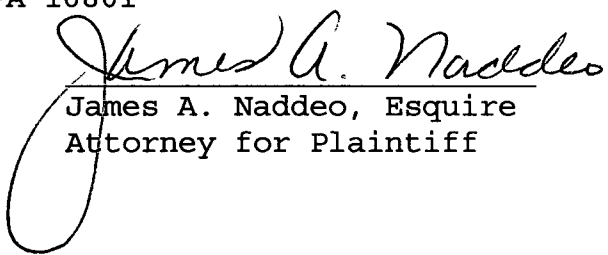
No. 04 - 403 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Reply to Answer to Preliminary Objection filed in the above-captioned action was served on the following person and in the following manner on the 15th day of July, 2004:

First-Class Mail, Postage Prepaid

Robert C. Rayman, Esquire  
1315 W. College Ave., Suite 300  
State College, PA 16801

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

**C**

PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED  
PURDON'S PENNSYLVANIA CONSOLIDATED STATUTES ANNOTATED

**TITLE 13. COMMERCIAL CODE**

**DIVISION 9. SECURED TRANSACTIONS**

**CHAPTER 96. DEFAULT**

**SUBCHAPTER A. DEFAULT AND ENFORCEMENT OF SECURITY INTEREST**

**§ 9601. Rights after default; judicial enforcement; consignor or buyer of accounts, chattel paper, payment intangibles or promissory notes**

**(a) Rights of secured party after default.**--After default, a secured party has the rights provided in this chapter and, except as otherwise provided in section 9602 (relating to waiver and variance of rights and duties), those provided by agreement of the parties. A secured party:

(1) may reduce a claim to judgment, foreclose or otherwise enforce the claim, security interest or agricultural lien by any available judicial procedure; and

(2) if the collateral is documents, may proceed either as to the documents or as to the goods they cover.

**(b) Rights and duties of secured party in possession or control.**--A secured party in possession of collateral or control of collateral under section 9104 (relating to control of deposit account), 9105 (relating to control of electronic chattel paper), 9106 (relating to control of investment property) or 9107 (relating to control of letter-of-credit right) has the rights and duties provided in section 9207 (relating to rights and duties of secured party having possession or control of collateral).

**(c) Rights cumulative; simultaneous exercise.**--The rights under subsections (a) and (b) are cumulative and may be exercised simultaneously.

**(d) Rights of debtor and obligor.**--Except as otherwise provided in subsection (g) and section 9605 (relating to unknown debtor or secondary obligor), after default, a debtor and an obligor have the rights provided in this chapter and by agreement of the parties.

**(e) Lien of levy after judgment.**--If a secured party has reduced its claim to judgment, the lien of any levy which may be made upon the collateral by virtue of an execution based upon the judgment relates back to the earliest of:

(1) the date of perfection of the security interest or agricultural lien in the collateral;

(2) the date of filing a financing statement covering the collateral; or

(3) any date specified in a statute under which the agricultural lien was created.

**(f) Execution sale.**--A sale pursuant to an execution is a foreclosure of the security interest or agricultural lien by judicial procedure within the meaning of this section. A secured party may purchase at the sale and thereafter hold the collateral free of any other requirements of this division.

**(g) Consignor or buyer of certain rights to payment.**--Except as otherwise provided in section 9607(c) (relating to commercially reasonable collection and enforcement), this chapter imposes no duties upon a secured party that is a consignor or is a buyer of accounts, chattel paper, payment intangibles or promissory notes.

CREDIT(S)

2001, June 8, P.L. 123, No. 18, § 16, effective July 1, 2001.

## &lt; General Materials (GM) - References, Annotations, or Tables &gt;

## UNIFORM COMMERCIAL CODE COMMENT

< For UCC acknowledgments, see PA ST UCC Acknowledgments. >

2003 Main Volume

1. **Source.** Former Section 9-501(1), (2), (5).

2. **Enforcement: In General.** The rights of a secured party to enforce its security interest in collateral after the debtor's default are an important feature of a secured transaction. (Note that the term "rights," as defined in Section 1-201, includes "remedies.") This Part provides those rights as well as certain limitations on their exercise for the protection of the defaulting debtor, other creditors, and other affected persons. However, subsections (a) and (d) make clear that the rights provided in this Part do not exclude other rights provided by agreement.

3. **When Remedies Arise.** Under subsection (a) the secured party's rights arise "[a]fter default." As did former Section 9-501, this Article leaves to the agreement of the parties the circumstances giving rise to a default. This Article does not determine whether a secured party's post-default conduct can constitute a waiver of default in the face of an agreement stating that such conduct shall not constitute a waiver. Rather, it continues to leave to the parties' agreement, as supplemented by law other than this Article, the determination whether a default has occurred or has been waived. See Section 1-103.

4. **Possession of Collateral; Section 9-207.** After a secured party takes possession of collateral following a default, there is no longer any distinction between a security interest that before default was nonpossessory and a security interest that was possessory before default, as under a common-law pledge. This Part generally does not distinguish between the rights of a secured party with a nonpossessory security interest and those of a secured party with a possessory security interest. However, Section 9-207 addresses rights and duties with respect to collateral in a secured party's possession. Under subsection (b) of this section, Section 9-207 applies not only to possession before default but also to possession after default. Subsection (b) also has been conformed to Section 9-207, which, unlike former Section 9-207, applies to secured parties having control of collateral.

5. **Cumulative Remedies.** Former Section 9-501(1) provided that the secured party's remedies were cumulative, but it did not explicitly provide whether the remedies could be exercised simultaneously. Subsection (c) permits the simultaneous exercise of remedies if the secured party acts in good faith. The liability scheme of Subpart 2 affords redress to an aggrieved debtor or obligor. Moreover, permitting the simultaneous exercise of remedies under subsection (c) does not override any non-UCC law, including the law of tort and statutes regulating collection of debts, under which the simultaneous exercise of remedies in a particular case constitutes abusive behavior or harassment giving rise to liability.

6. **Judicial Enforcement.** Under subsection (a) a secured party may reduce its claim to judgment or foreclose its interest by any available procedure outside this Article under applicable law. Subsection (e) generally follows former Section 9-501(5). It makes clear that any judicial lien that the secured party may acquire against the collateral effectively is a continuation of the original security interest (if perfected) and not the acquisition of a new interest or a transfer of property on account of a preexisting obligation. Under former Section 9-501(5), the judicial lien was stated to relate back to the date of perfection of the security interest. Subsection (e), however, provides that the lien relates back to the earlier of the date of filing or the date of perfection. This provides a secured party who enforces a security interest by judicial process with the benefit of the "first-to-file-or-perfect" priority rule of Section 9-322(a)(1).

7. **Agricultural Liens.** Part 6 provides parallel treatment for the enforcement of agricultural liens and security interests. Because agricultural liens are statutory rather than consensual, this Article does draw a few distinctions

between these liens and security interests. Under subsection (e), the statute creating an agricultural lien would govern whether and the date to which an execution lien relates back. Section 9-606 explains when a "default" occurs in the agricultural lien context.

**8. Execution Sales.** Subsection (f) also follows former Section 9-501(5). It makes clear that an execution sale is an appropriate method of foreclosure contemplated by this Part. However, the sale is governed by other law and not by this Article, and the limitations under Section 9-610 on the right of a secured party to purchase collateral do not apply.

**9. Sales of Receivables; Consignments.** Subsection (g) provides that, except as provided in Section 9-607(c), the duties imposed on secured parties do not apply to buyers of accounts, chattel paper, payment intangibles, or promissory notes. Although denominated "secured parties," these buyers own the entire interest in the property sold and so may enforce their rights without regard to the seller ("debtor") or the seller's creditors. Likewise, a true consignor may enforce its ownership interest under other law without regard to the duties that this Part imposes on secured parties. Note, however, that Section 9-615 governs cases in which a consignee's secured party (other than a consignor) is enforcing a security interest that is senior to the security interest (i.e., ownership interest) of a true consignor.

## HISTORICAL AND STATUTORY NOTES

2003 Main Volume

### Uniform Law:

This section is similar to § 9-601 of the Uniform Commercial Code, 2000 Revision of Article 9. See Vol. 3 Uniform Laws Annotated, Master Edition or ULA Database on Westlaw.

### Prior Laws:

1982, Nov. 26, P.L. 696, No. 201, § 1.  
 1979, Nov. 1, P.L. 255, No. 86, § 1 (13 Pa.C.S.A. § 9501).  
 Act 1959, Dec. 16, P.L. 1883, § 5.  
 1959, Oct. 2, P.L. 1023, § 9.  
 1953, April 6, P.L. 3, § 9-501 (12A P.S. § 9-501).

## LIBRARY REFERENCES

2003 Main Volume

Secured Transactions ☞ 221, 223, 226, 229.1 to 238.  
 Westlaw Topic No. 349A.  
 C.J.S. Secured Transactions §§ 144, 147, 150 to 151, 161 to 179.  
 U.C.C. Forms, 5 Uniform Laws Annotated, Master Edition.

## RESEARCH REFERENCES

2004 Electronic Update

### Forms

15 West's Pennsylvania Forms § 9601 -Form 1, 1. Clause Defining Default.

15 West's Pennsylvania Forms § 9601 -Form 2, 2. Clause Defining Default-Another Form.

10 West's Pennsylvania Forms § 6.0A, (New) Definition Of Default.

10 West's Pennsylvania Forms § 6.0B, (New) Secured Party's Right To Take Possession After Default.

10 West's Pennsylvania Forms § 11.21, Disposal Of Collateral In Commercially Unreasonable Manner.

10 West's Pennsylvania Forms § 11.22, Failure To Comply With Statutory (U.C.C.) Procedures For Repossession Notice And Sale.

## NOTES OF DECISIONS

### Construction and application 1

#### Election of remedies 4

#### Judgment on bond or note 5

#### Recovery of payments by buyer 6

#### Remedies 3

#### Repeal of prior statute 2

#### Waiver 7

### 1. Construction and application

Where aside from general assignment of rights clause, accounts receivable financing agreement made no reference to collection after default, Pennsylvania law did not require the court to enforce the assignment, full recourse or acceleration clauses of the agreement as the statutorily authorized standard for evaluation of surplus and deficiency. *Major's Furniture Mart, Inc. v. Castle Credit Corp., Inc.*, E.D.Pa.1978, 449 F.Supp. 538, affirmed 602 F.2d 538. Secured Transactions 240

In action in assumpsit to recover balance allegedly due on installment sales contract for automobile, trial court properly opened judgment for purpose of counterclaim only, with leave to defendants co-makers of contract to file counterclaim alleging that they had failed to receive notice of sale of collateral in contravention of Uniform Commercial Code in light of fact that counterclaim could substantially reduce amount of judgment against defendants and thereby permit them to avoid a sheriff's sale of their home and allowing counterclaim would not cause serious additional harm to plaintiffs since their judgment, as a result of award of arbitrators which considered the suit in assumpsit, would not be disturbed. *Allied Discount Co. v. McClinton*, 428 A.2d 217, 286 Pa.Super. 21, Super.1981. Judgment 394

### 2. Repeal of prior statute

Later statute would not repeal provisions of former one by implication when it expressly declared contrary purpose, and therefore Act 1863, Dec. 14, P.L. (1864) 1127 (repealed), providing method of enforcing lien against goods on storage, was not repealed by Warehouse Receipts Act, repealed, which established different procedure, but which provided that it should not preclude other remedies allowed by law for enforcement of lien against personal property. *Brown v. Wertz*, 47 C.C. 469, 11 Berks 151, 28 Dist. 828, 1919.

### 3. Remedies

Where tenant, in consideration of accumulation of rent arrearages, entered into security agreement with his landlord, creating a security interest in certain equipment, and, as evidence of obligation, tenant executed and delivered to landlord a judgment note, and judgment was entered thereon, and, because of tenant's default, landlord issued execution on judgment and caused a levy to be made on all of tenant's personal property, including personal property covered by security agreement, assertion by landlord of note of obligation against tenant in legal proceedings and his attempt to collect it by execution and levy could not be said to be inconsistent with the assertion of his claim upon the collateral. *In re Adrian Research & Chemical Co.*, C.A.3 (Pa.)1959, 269 F.2d 734. Secured Transactions 223; Election Of Remedies 3(1)

Under provision of this section that when a debtor is in default under security agreement a secured party may reduce his claim to judgment and if the collateral is goods he may in addition foreclose the security interest by any available judicial procedure

or take possession of the collateral under § 9-503 of this title security agreement remedies of execution and possession are inconsistent, and landlord, in whose favor bankrupt executed agreement mortgaging and creating a security interest in items of equipment, was barred from recovering equipment under duly recorded security agreement or lien when landlord had elected to issue execution and to make a levy which was invalid because obtained within four months of date of filing bankruptcy petition. *In re Adrian Research & Chemical Co.*, C.A.3 (Pa.)1959, 269 F.2d 734. Secured Transactions ¶223

Under Pennsylvania law, defendants were liable to plaintiff for loan default where pursuant to loan and security agreement defendants were unconditionally required to make a balloon payment to plaintiff, and defendants did not pay plaintiff; plaintiff could not be compelled to accept return of rail cars purchased by defendants with loan proceeds as collateral in full satisfaction of its claim against defendants, since plaintiff's remedies as secured party faced with default were cumulative. *Beneficial Commercial Corp. v. Railserv Management Corp.*, E.D.Pa.1983, 563 F.Supp. 114, affirmed 729 F.2d 1445, affirmed 729 F.2d 1449. Secured Transactions ¶239

On retailer's default under accounts receivable financing arrangement the dealer's right to surplus collected by finance corporation on the account was not limited to reserve provided by agreement, in view of full recourse provisions as well as fact that provisions regulating computation of a surplus did not, by their terms, apply to the default situation. *Major's Furniture Mart, Inc. v. Castle Credit Corp., Inc.*, E.D.Pa.1978, 449 F.Supp. 538, affirmed 602 F.2d 538. Secured Transactions ¶237

Where security agreement provided that filing of petition under Bankruptcy Act was event constituting default and that upon default secured party was entitled to exercise rights and remedies provided by Uniform Commercial Code, secured party had right upon default to take control of all proceeds of collateral in which it had perfected security interest. *Feldman v. Philadelphia Nat. Bank*, E.D.Pa.1976, 408 F.Supp. 24. Secured Transactions ¶168

While action of replevin with bond because of its in rem characteristics could be brought in the county in

which property was found, venue of action without bond, consistent with its in personam nature, was proper only in a county in which an action of assumpsit could be brought. *County Const. Co. v. Livengood Const. Corp.*, 142 A.2d 9, 393 Pa. 39, Sup.1958. Replevin ¶19

Under agreement for rental or conditional sale of newspaper business providing for retention of title, that upon default in payment of installments of rent or interest sellers might repossess property and that, upon the determination of agreement, sellers might collect rental up to time of repossessing property, sellers, after repossessing property, were entitled to recover amount of installments due and unpaid at time of repossession and interest on the total amount payable. *Scull v. Reiley*, 19 A.2d 76, 341 Pa. 529, Sup.1941. Sales ¶479.2(11)

Where a lease or conditional sales agreement gave lessor or seller the right to repossess property upon default and to collect rental or unpaid purchase price, or it was a necessary implication from terms that remedies are cumulative, the lessor seller could repossess property and could also collect rental or unpaid purchase price. *Scull v. Reiley*, 19 A.2d 76, 341 Pa. 529, Sup.1941. Sales ¶479.2(11)

Where plaintiff made a loan, taking from the debtors a security agreement covering their household furnishings, which agreement was properly recorded and where defendant then purchased the furnishings, plaintiff could not recover the unpaid balance of its loan in an assumpsit action against defendant, since this section provided a proceeding to obtain judgment against the debtor or to obtain possession of the collateral; hence, plaintiff's remedy against defendant had to be an action in replevin or in trespass for conversion. *Beneficial Finance Co. v. Colonial Trading Co.*, 43 Pa. D. & C.2d 131 (1967). Secured Transactions ¶148.1

#### 4. Election of remedies

Under Pennsylvania law, even in absence of Uniform Conditional Sales Act (repealed), the entry of a judgment for unpaid balance of purchase price on article conditionally sold, even without issuance of execution, and retaking of possession were inconsistent remedies and the resort to one excluded the other. *In re Elkins.*, E.D.Pa.1941, 38 F.Supp. 250. Sales ¶477(4)

Where seller of three scales and one meat chopper under conditional sales contract secured a judgment for unpaid balance and had writ of execution issued against assets of buyer, seller could not thereafter claim title to scales and meat chopper under Uniform Conditional Sales Act (repealed), notwithstanding clause in contract providing that seller's remedies were cumulative and not in the alternative, since such clause did not constitute a "waiver" of § 24 (repealed), as election of remedies. *In re Elkins.*, E.D.Pa.1941, 38 F.Supp. 250. Sales ⚡477(4)

Under 69 P.S. § 459 (repealed, resort to either a lien, attachment or levy was inconsistent with claim of title by conditional vendor, and was an admission of title in vendee. *In re Elkins.*, E.D.Pa.1941, 38 F.Supp. 250. Sales ⚡477(4)

Where agreement gives the lessor or conditional seller right either to repossess the property upon default or collect the rental or unpaid purchase price, the lessor or seller can either collect amount due under terms of agreement in affirmation thereof or rescind the contract and repossess the property, but he cannot do both. *Scull v. Reiley*, 19 A.2d 76, 341 Pa. 529, Sup.1941. Sales ⚡479.1

Where agreement for lease or conditional sale of property under which property was repossessed made no provision for recovery of loss sustained on account of resale of property after repossession, no recovery could be had by lessors or conditional sellers for such loss. *Scull v. Reiley*, 19 A.2d 76, 341 Pa. 529, Sup.1941. Sales ⚡479.3

#### 5. Judgment on bond or note

Where tenant-debtor in consideration of accumulation of rent arrearages entered into security agreement with landlord creating security interest in certain equipment pursuant to and in compliance with this article, and as evidence of obligation tenant executed and delivered judgment note and judgment was entered thereon and because of tenant's default landlord issued execution on judgment and caused a levy to be made on all of tenant's personal property including personal property covered by security agreement, and subsequently a voluntary petition in bankruptcy was filed by tenant, landlord was not deprived of lien for perfected secured claim because he took judgment against tenant, issued execution and caused levy to be made. *In re Adrian Research*

& Chemical Co., C.A.3 (Pa.)1959, 269 F.2d 734. Bankruptcy ⚡2572; Secured Transactions⚡223

Possessor of property under lease-purchase agreement was privileged to use it as his own subject to outstanding security interest therein and property was subject to attachment by judgment creditor of possessor subject to perfected security interest therein. *Bloom v. Hilty*, 232 A.2d 26, 210 Pa.Super. 255, Super.1967, reversed on other grounds 234 A.2d 860, 427 Pa. 463. Secured Transactions ⚡164.1; Secured Transactions ⚡167

An affidavit of default as to the obligation on a note accompanying a chattel mortgage was sufficient to warrant the entry of judgment by confession on the mortgage. *ABC Plan Consumer Discount Co. v. Pontier*, 73 Pa. D. & C. 247 (1951). Chattel Mortgages ⚡283

A judgment entered on the bond secured by the mortgage relates back to the date the mortgage was recorded. *Ferbro Trading Corp. v. Jo-Mar Dress Corp.*, 52 Lack.Jur. 137, 78 Pa. D. & C. 337 (1952). Chattel Mortgages ⚡91

In entering judgment under a warrant of attorney, the settled authority given thereunder had to be strictly followed or judgment could not be sustained, and where on face of record no default was apparent, it was necessary to file an averment stating in what respects a default had occurred. *Stump v. Ratte*, 44 Sch.L.R. 6 (1948).

#### 6. Recovery of payments by buyer

Where conditional buyer of trucks in statement of claim alleged surrender of trucks to seller and, that seller thereby terminated contracts entitling buyer to recovery on equitable principles, action for recovery of portion of amount paid, though not mentioning Uniform Conditional Sales Act (repealed), was governed by such act, and not by equitable principles, since contracts formed basis of recovery. *Smith v. Brockway Motor Truck Corporation*, 165 A. 9, 310 Pa. 130, Sup.1933. Sales ⚡481

To enable conditional buyer to recover portion of price paid on goods retaken by seller, buyer must show seller's noncompliance in some essential respect with Uniform Conditional Sales Act

(repealed). *Smith v. Brockway Motor Truck Corporation*, 165 A. 9, 310 Pa. 130, Sup.1933. Sales ⚡481

Though conditional buyer suing for portion of amount paid on property repossessed by seller need not plead Uniform Conditional Sales Act (repealed), he must prove facts entitling him to recover thereunder. *Smith v. Brockway Motor Truck Corporation*, 165 A. 9, 310 Pa. 130, Sup.1933. Sales ⚡481

Conditional seller's demand for repossession of trucks was not rescission so as to entitle buyer to recover on equitable principles portion of amount paid. *Smith v. Brockway Motor Truck Corporation*, 165 A. 9, 310 Pa. 130, Sup.1933. Sales ⚡481

## 7. Waiver

Guarantors' waiver in contract of guaranty of commercial reasonableness defense was void as it conflicted with antiwaiver provisions of article of the Pennsylvania Uniform Commercial Code relating to a secured creditor's disposition of collateral. *Ford Motor Credit Co. v. Lototsky*, E.D.Pa.1982, 549 F.Supp. 996. Guaranty ⚡72

Under Pennsylvania law, a guarantor cannot waive commercial reasonableness defense under provision of the Uniform Commercial Code relating to an original creditor's disposition of collateral. *Ford Motor Credit Co. v. Lototsky*, E.D.Pa.1982, 549 F.Supp. 996. Guaranty ⚡72

Where accounts receivable financing agreement only affected retail accounts between retailer and customers to extent it created a security interest in financing corporation with respect to chattel paper transferred to it by the retailer, whatever rights and obligations existed during operation of the agreement with respect to creation, maintenance or replacement of collateral and making and repayment

of loans were superseded by nonwaivable statutory provisions once retailer was placed in default and finance corporation began to collect the accounts itself. *Major's Furniture Mart, Inc. v. Castle Credit Corp., Inc.*, E.D.Pa.1978, 449 F.Supp. 538, affirmed 602 F.2d 538. Secured Transactions ⚡228

Where upon default of conditional buyer, the parties to conditional sales contract entered into an agreement for the settlement of their rights for new consideration passing between the parties, provisions of Conditional Sales Act (repealed), against waiver of provisions for resale of repossessed goods no longer applied. *Waverly, Sayre & Athens Transp. Co. v. General Motors Truck Co.*, M.D.Pa.1940, 36 F.Supp. 285. Sales ⚡479.3

The positive requirements of Conditional Sales Act (repealed), for resale of repossessed goods could not be validly waived by conditional buyer either by a stipulation in conditional sales agreement or by waiver before, at or after default in payment by conditional buyer. *Waverly, Sayre & Athens Transp. Co. v. General Motors Truck Co.*, M.D.Pa.1940, 36 F.Supp. 285. Sales ⚡479.3

The provisions of this act for resale of repossessed goods are clear and positive, and are there for the protection of conditional buyers from oppression by their sellers, and cannot be waived generally. *Waverly, Sayre & Athens Transp. Co. v. General Motors Truck Co.*, M.D.Pa.1940, 36 F.Supp. 285. Sales ⚡479.3

13 Pa.C.S.A. § 9601, PA ST 13 Pa.C.S.A. § 9601

Current through Act 2004-36

Copr. © 2004 West, a Thomson business

END OF DOCUMENT

**This document has been updated. Use KEYCITE.**

CONNECTICUT GENERAL STATUTES ANNOTATED  
TITLE 42A. UNIFORM COMMERCIAL CODE  
ARTICLE 9. SECURED TRANSACTIONS  
PART 6. DEFAULT

**§ 42a-9-601. Rights after default. Judicial enforcement. Consignor or buyer of accounts, chattel paper, payment intangibles or promissory notes**

(a) After default, a secured party has the rights provided in this part and, except as otherwise provided in section 42a-9-602, those provided by agreement of the parties. A secured party:

(1) May reduce a claim to judgment, foreclose or otherwise enforce the claim, security interest or agricultural lien by any available judicial procedure; and

(2) If the collateral is documents, may proceed either as to the documents or as to the goods they cover.

(b) A secured party in possession of collateral or control of collateral under section 42a-9-104, 42a-9-105, 42a-9-106 or 42a-9-107 has the rights and duties provided in section 42a-9-207.

(c) The rights under subsections (a) and (b) are cumulative and, except as may otherwise be prohibited under other law in a consumer transaction, may be exercised simultaneously.

(d) Except as otherwise provided in subsection (g) and section 42a-9-605, after default, a debtor and an obligor have the rights provided in this part and by agreement of the parties.

(e) If a secured party has reduced its claim to judgment, the lien of any levy that may be made upon the collateral by virtue of an execution based upon the judgment relates back to the earliest of:

(1) The date of perfection of the security interest or agricultural lien in the collateral;

(2) The date of filing a financing statement covering the collateral; or

(3) Any date specified in a statute under which the agricultural lien was created.

(f) A sale pursuant to an execution is a foreclosure of the security interest or agricultural lien by judicial procedure within the meaning of this section. A secured party may purchase at the sale and thereafter hold the collateral free of any other requirements of this article.

(g) Except as otherwise provided in subsection (c) of section 42a-9-607, this part imposes no duties upon a secured party that is a consignor or is a buyer of accounts, chattel paper, payment intangibles or promissory notes.

CREDIT(S)

(2001, P.A. 01-132, § 98.)

<General Materials (GM) - References, Annotations, or Tables >

UNIFORM COMMERCIAL CODE COMMENT

<For UCC acknowledgments, see CT ST UCC Acknowledgments. >

## 2004 Electronic Update

1. **Source.** Former Section 9-501(1), (2), (5).

2. **Enforcement: In General.** The rights of a secured party to enforce its security interest in collateral after the debtor's default are an important feature of a secured transaction. (Note that the term "rights," as defined in Section 1-201, includes "remedies.") This Part provides those rights as well as certain limitations on their exercise for the protection of the defaulting debtor, other creditors, and other affected persons. However, subsections (a) and (d) make clear that the rights provided in this Part do not exclude other rights provided by agreement.

3. **When Remedies Arise.** Under subsection (a) the secured party's rights arise "[a]fter default." As did former Section 9-501, this Article leaves to the agreement of the parties the circumstances giving rise to a default. This Article does not determine whether a secured party's post-default conduct can constitute a waiver of default in the face of an agreement stating that such conduct shall not constitute a waiver. Rather, it continues to leave to the parties' agreement, as supplemented by law other than this Article, the determination whether a default has occurred or has been waived. See Section 1-103.

4. **Possession of Collateral; Section 9-207.** After a secured party takes possession of collateral following a default, there is no longer any distinction between a security interest that before default was nonpossessory and a security interest that was possessory before default, as under a common-law pledge. This Part generally does not distinguish between the rights of a secured party with a nonpossessory security interest and those of a secured party with a possessory security interest. However, Section 9-207 addresses rights and duties with respect to collateral in a secured party's possession. Under subsection (b) of this section, Section 9-207 applies not only to possession before default but also to possession after default. Subsection (b) also has been conformed to Section 9-207, which, unlike former Section 9-207, applies to secured parties having control of collateral.

5. **Cumulative Remedies.** Former Section 9-501(1) provided that the secured party's remedies were cumulative, but it did not explicitly provide whether the remedies could be exercised simultaneously. Subsection (c) permits the simultaneous exercise of remedies if the secured party acts in good faith. The liability scheme of Subpart 2 affords redress to an aggrieved debtor or obligor. Moreover, permitting the simultaneous exercise of remedies under subsection (c) does not override any non-UCC law, including the law of tort and statutes regulating collection of debts, under which the simultaneous exercise of remedies in a particular case constitutes abusive behavior or harassment giving rise to liability.

6. **Judicial Enforcement.** Under subsection (a) a secured party may reduce its claim to judgment or foreclose its interest by any available procedure outside this Article under applicable law. Subsection (e) generally follows former Section 9-501(5). It makes clear that any judicial lien that the secured party may acquire against the collateral effectively is a continuation of the original security interest (if perfected) and not the acquisition of a new interest or a transfer of property on account of a preexisting obligation. Under former Section 9-501(5), the judicial lien was stated to relate back to the date of perfection of the security interest. Subsection (e), however, provides that the lien relates back to the earlier of the date of filing or the date of perfection. This provides a secured party who enforces a security interest by judicial process with the benefit of the "first-to-file-or-perfect" priority rule of Section 9-322(a)(1).

7. **Agricultural Liens.** Part 6 provides parallel treatment for the enforcement of agricultural liens and security interests. Because agricultural liens are statutory rather than consensual, this Article does draw a few distinctions between these liens and security interests. Under subsection (e), the statute creating an agricultural lien would govern whether and the date to which an execution lien relates back. Section 9-606 explains when a "default" occurs in the agricultural lien context.

8. **Execution Sales.** Subsection (f) also follows former Section 9-501(5). It makes clear that an execution sale is an appropriate method of foreclosure contemplated by this Part. However, the sale is governed by other law and

not by this Article, and the limitations under Section 9-610 on the right of a secured party to purchase collateral do not apply.

**9. Sales of Receivables; Consignments.** Subsection (g) provides that, except as provided in Section 9-607(c), the duties imposed on secured parties do not apply to buyers of accounts, chattel paper, payment intangibles, or promissory notes. Although denominated "secured parties," these buyers own the entire interest in the property sold and so may enforce their rights without regard to the seller ("debtor") or the seller's creditors. Likewise, a true consignor may enforce its ownership interest under other law without regard to the duties that this Part imposes on secured parties. Note, however, that Section 9-615 governs cases in which a consignee's secured party (other than a consignor) is enforcing a security interest that is senior to the security interest (i.e., ownership interest) of a true consignor.

## HISTORICAL AND STATUTORY NOTES

2004 Electronic Update

### Codification

Gen.St., Rev. to 2003, codified 2001, P.A. 01-132 § 98, as C.G.S.A. § 42a-9-601.

### Derivation:

1958 Rev., § 42a-9-501(1), (2), (5).

1959, P.A. 133, § 9-501(1), (2), (5).

1976, P.A. 76-369, § 36.

### Uniform Laws:

This section is similar to § 9-601 of the Uniform Commercial Code, 2000 Revision of Article 9. See Uniform Laws Annotated, Master Edition or the ULA database on Westlaw.

## RESEARCH REFERENCES

2002 Main Volume

Forms

6B AMJUR PP Forms UCC Article 9 § 9:398, Statutory References.

C. G. S. A. § 42a-9-601, CT ST § 42a-9-601

Current through 2004 Feb. Reg. Sess. and May 11 Sp. Sess. legislation approved by the Gov. on or before 6-13-04.

Copyright © 1985-2004 by West, a Thomson business

END OF DOCUMENT

(1) The security interest or agricultural lien is subordinate to a conflicting perfected security interest in the collateral to the extent that the holder of the conflicting security interest gives value in reasonable reliance upon the incorrect information; and

(2) A purchaser, other than a secured party, of the collateral takes free of the security interest or agricultural lien to the extent that, in reasonable reliance upon the incorrect information, the purchaser gives value and, in the case of <<+ tangible +>> chattel paper, <<+ tangible +>> documents, goods, instruments or a security certificate, receives delivery of the collateral.

Sec. 72. Subsection (b) of section 42a-9-601 of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2004):

(b) A secured party in possession of collateral or control of collateral under <<+ section 6 of this act or +>> section 42a-9-104, 42a-9-105, 42a-9-106 or 42a-9-107 has the rights and duties provided in section 42a-9-207 <<+ , as amended by this act +>> .

Sec. 73. Section 40-53 of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2004):

A warehouseman, or any officer, agent or servant of a warehouseman, who issues or aids in issuing a duplicate or additional negotiable receipt for goods knowing that a former negotiable receipt for the same goods or any part of them is outstanding and uncanceled, without plainly placing upon the face thereof the word 'Duplicate', except in the case of a lost, stolen or destroyed receipt after proceedings as provided for in subsection <<- (1) ->> <<+ (a) +>> of section 42a-7-601, <<+ as amended by this act, +>> shall, for each offense, be fined not more than five thousand dollars or imprisoned not more than five years or both.

Sec. 74. Section 40-55 of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2004):

A warehouseman, or any officer, agent or servant of a warehouseman, who delivers goods out of the possession of such warehouseman, knowing that a negotiable receipt the negotiation of which would transfer the right to the possession of such goods is outstanding and uncanceled, without obtaining the possession of such receipt at or before the time of such delivery, shall, except in the cases provided for in subsection <<- (1) ->> <<+ (a) +>> of section 42a-7-601, <<+ as amended by this act, +>> or in case of good faith delivery upon the posting of security as provided in subsection <<- (2) ->> <<+ (b) +>> of said section, or after compliance with section 42a-7-210, <<+ as amended by this act, +>> be fined not more than one thousand dollars or imprisoned not more than one year or both.

Sec. 75. Subdivision (1) of section 42-159 of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2004):

(1) 'Self-service storage facility' means any real property designed and used for the renting or leasing of individual self-contained units of storage space to occupants who are to have access to such units for storing and removing personal property only, and not for residential purposes. A self-

Citation	Search Result	Rank 1 of 1	Database
UCC-VAR CT Rev S 9-601(c)			UCC-VAR
UCC State Variation Service CT Rev S 9-601(c)			

Uniform Commercial Code - State Variation Service  
Copyright © West Group 2004  
Connecticut  
§ 42a-9-601(c)  
CT ST § 42a-9-601(c)  
Current through 06-2004 release

Rev § 9-601(c)

The words ', except as may otherwise be prohibited under other law in a consumer transaction,' are added between 'and' and 'may be exercised simultaneously'.

UCC-VAR CT Rev § 9-601(c)  
END OF DOCUMENT

**FILED**

**JUL 15 2004**

William A. Shaw  
Prothonotary/Clerk of Courts



\*  
\*  
\*  
\*  
\*

**\***

✱

\*  
 \*  
 \*  
 \*  
 \*  
 \*  
 \*

✱

• \*

✱  
✱  
✱

\*  
\*  
\*



\*  
\*  
\*  
\*

JUL 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

CENTER CAPITAL CORPORATION, \*  
3 Farm Glen, Farmington, \*  
Connecticut 06032, \*  
Plaintiff, \*

vs.

No. 04 - 403 - CD

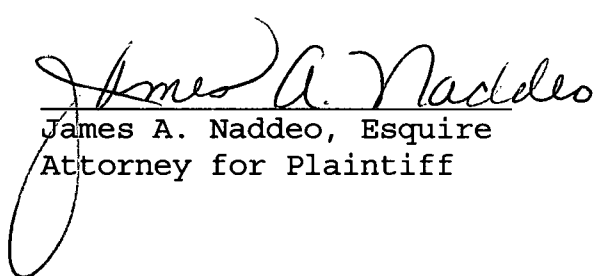
BARRETT SANITATION, INC., \*  
ROBERT V. BARRETT and \*  
HEATHER J. BARRETT, \*  
Defendants \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of the Court's Order dated July 14, 2004, in the above-captioned action was served on the following person and in the following manner on the 15th day of July, 2004:

First-Class Mail, Postage Prepaid

Robert C. Rayman, Esquire  
1315 W. College Ave., Suite 300  
State College, PA 16801

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

FILED No  
cc  
01/03/2004  
JUL 16 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED <sup>CR</sup> No CC  
01/4/00/01 Cert. of Disc.  
SEP 02 2005  
William A. Shaw  
thronatory/Clerk of Courts  
to Atty  
copy to CIA

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

CENTER CAPITAL CORPORATION,  
Plaintiff,

vs.

BARRETT SANITATION, INC.,  
ROBERT V. BARRETT and  
HEATHER J. BARRETT,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

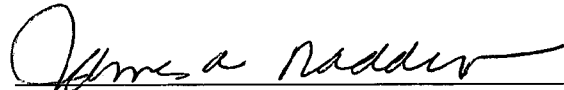
No. 04 - 403 - CD

**PRAECIPE TO DISCONTINUE**

TO THE PROTHONOTARY:

Dear Sir:

Please mark the above-captioned case discontinued.

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

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

CENTER CAPITAL CORPORATION,     \*  
                                  Plaintiff,     \*

vs.     \*

No. 04 - 403 - CD

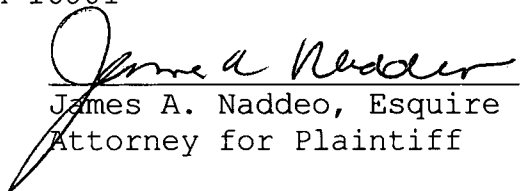
BARRETT SANITATION, INC.,     \*  
ROBERT V. BARRETT and     \*  
HEATHER J. BARRETT,     \*  
                                  Defendants     \*

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Plaintiff's Praecipe to Discontinue filed in the above-captioned action was served on the following person and in the following manner on the 2nd day of September, 2005:

First-Class Mail, Postage Prepaid

Robert C. Rayman, Esquire  
1315 W. College Ave., Suite 300  
State College, PA 16801

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

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

**CIVIL DIVISION**

 **COPY**

**Center Capital Corporation**

**Vs.**

**No. 2004-00403-CD**

**Barrett Sanitation, Inc.**

**Robert V. Barrett**

**Heather J. Barrett**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 2, 2005, marked:

Discontinued

Record costs in the sum of \$85.00 have been paid in full by James A. Naddeo, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of September A.D. 2005.

---

William A. Shaw, Prothonotary