

04-1552-CD  
VEND  
LEASE COMPANY, INC. vs. MICHAEL P. SPRAGUE

Vend Lease vs Michael Sprague et al  
2004-1552-CD

SALTZ POLISHER, P.C.  
BY: Everett K. Sheintoch, Esquire  
Joel S. Todd, Esquire  
Attorney I.D. No. 51507/62334  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

Attorney for Plaintiff  
Vend Lease Company, Inc.

VEND LEASE COMPANY, INC.	:	COURT OF COMMON PLEAS
6424 Frankford Avenue	:	CLEARFIELD COUNTY, PA
Baltimore, Maryland 21206	:	
Plaintiff,	:	CIVIL ACTION - LAW
v.	:	NO. 04-1552
MICHAEL P. SPRAGUE, Individually	:	
and f/t/a	:	
MIDAS AUTO SERVICE EXPERTS	:	
421 S. Brady Street	:	
DuBois, PA 15801,	:	
Defendant.	:	

**NOTICE TO DEFEND**

"You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance 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 the Court without further notice may enter a Judgment against you 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 Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 51

**FILED**  
11-12-04 2nd to 8th  
OCT 06 2004

William A. Shaw  
Prothonotary

## **AVISO**

“Le han demandado en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene viente (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara mediadas y peude continuar la demanda y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.”

**“LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFFICINA CUYA DIRECION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.”**

**COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, PA 16830  
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**SALTZ POLISHER, P.C.**  
BY: **Everett K. Sheintoch, Esquire**  
**Joel S. Todd, Esquire**  
**Attorney I.D. No. 51507/62334**  
**993 Old Eagle School Road, Suite 412**  
**Wayne, PA 19087**  
**(610) 964-3333 ext. 106**

**Attorney for Plaintiff**  
**Vend Lease Company, Inc.**

<b>VEND LEASE COMPANY, INC.</b>	:	<b>COURT OF COMMON PLEAS</b>
<b>6424 Frankford Avenue</b>	:	<b>CLEARFIELD COUNTY, PA</b>
<b>Baltimore, Maryland 21206</b>	:	
<b>Plaintiff,</b>	:	<b>CIVIL ACTION – LAW</b>
<b>v.</b>	:	
	:	<b>NO.</b>
<b>MICHAEL P. SPRAGUE, Individually</b>	:	
<b>and f/t/a</b>	:	
<b>MIDAS AUTO SERVICE EXPERTS</b>	:	
<b>421 S. Brady Street</b>	:	
<b>DuBois, PA 15801,</b>	:	
	:	
<b>Defendant.</b>	:	

**COMPLAINT**

Plaintiff, Vend Lease Company, Inc. ("Vend Lease"), by and through its undersigned attorneys, Saltz Polisher, P.C., brings this action by way of Complaint against Defendant, Michael P. Sprague, individually and t/a Midas Auto Service Experts, and in support thereof avers as follows:

1. Plaintiff, Vend Lease, is a corporation organized and existing under the laws of the State of Maryland with a place of business located at 6424 Frankford Avenue, Baltimore, Maryland 21206.
2. Defendant, Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, is an adult individual and sole proprietor with a business address located at 421 S. Brady Street, DuBois, Pennsylvania 15801.

3. On or about June 26, 2002, Defendant executed and delivered to Vend Lease a certain Equipment Lease Agreement No. 7243 ("Lease I"), which provided for the lease and hire of certain items of equipment described therein ("Equipment I"). A true and correct copy of Lease I is attached hereto, marked as Exhibit "A" and incorporated herein.

4. The terms of Lease I require Defendant to make thirty-four (34) consecutive monthly payments in the amount of \$109.70 per month, plus applicable taxes, until the entire obligation is paid in full.

5. On or about February 21, 2003, Defendant executed and delivered to Vend Lease a certain Equipment Lease Agreement No. 7722 ("Lease II"), which provided for the lease and hire of certain items of equipment described ("Equipment II"). A copy of Lease II is attached hereto, marked as Exhibit "B" and incorporated herein.

6. The terms of Lease II require Defendant to make thirty-four (34) consecutive monthly payments in the amount of \$142.46, plus applicable taxes, until the entire obligation is paid in full.

#### **COUNT I - BREACH OF CONTRACT**

7. The averments contained in Paragraphs 1 through 6 of this Complaint are incorporated herein by reference as though set forth in full herein.

8. Defendant breached the terms of Lease I and II, and became in default thereof, *inter alia*, by virtue of Defendant's failure to make the monthly payments when due.

9. In accordance with the terms and provisions of Lease I and II, Defendant is obligated and liable to Vend Lease as follows:

	Lease I	Lease II
Lease Payments Due	\$1,535.80	\$3,134.12
Late Charges	\$ 51.74	\$ 67.20
Refund Check Fee	\$ 25.00	\$ 25.00
<u>20% Attorney Fees</u>	<u>\$ 322.51</u>	<u>\$ 645.26</u>
Subtotals:	\$1,935.05	\$3,871.58
<b>TOTAL DUE:</b>		<b>\$5,806.63</b>

10. Despite repeated requests, Defendant has failed and refused to pay the balances due pursuant to Lease I and II.

**WHEREFORE**, Plaintiff, Vend Lease Company, Inc., demands judgment in its favor and against Defendant, Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, in the amount of \$5,806.63, together with interest, costs of suit, continually accruing attorney's fees, and such other relief as this Honorable Court shall deem just and proper.

**COUNT II – REPLEVIN**

11. The averments contained in Paragraphs 1 though and including 10 of this Complaint are incorporated herein by reference and as though set forth in full herein.

12. Pursuant to the terms and conditions of Lease I and II and the Uniform Commercial Code as enacted in Pennsylvania, and by virtue of the default of Defendant, Vend Lease is entitled to immediate possession of Equipment I and II.

13. Defendant remains in possession of Equipment I and II to the exclusion of Vend Lease.

14. The estimated value of Equipment I and II is not in excess of \$5,800.00.

15. Although frequent demands have been made, Defendant has failed, refused and neglected to deliver possession of Equipment I and II to Vend Lease.

**WHEREFORE**, Plaintiff, Vend Lease Company, Inc., demands judgment in its favor and against Defendant, Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, in the amount of \$5,806.63, together with interest, costs of suit, continually accruing attorney's fees, and such other relief as this Honorable Court shall deem just and proper.

**COUNT III – CONVERSION**

16. The averments contained in Paragraphs 1 through 15 of this Complaint are incorporated herein by reference as though set forth in full herein.

17. Defendant has interfered with Vend Lease's property rights in Equipment I and II without lawful justification.

18. Under the terms of Lease I and II, Equipment I and II remain the property of Vend Lease, and no right, title or interest in same shall pass to Defendant.

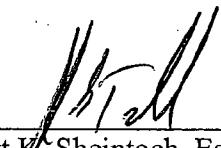
19. Defendant has demonstrated an intent to exercise dominion or control over Equipment I and II that is inconsistent with Vend Lease's property rights as established by the conditions set forth in Lease I and II and the applicable provisions of the Pennsylvania Uniform Commercial Code.

20. Alternatively, Defendant is unreasonably withholding possession from Vend Lease as to Equipment I and II, and Vend Lease has the right to immediate repossession of same.

21. As a proximate result of said conversion by Defendant, Vend Lease has suffered damages in the amount of \$5,806.63 and/or the fair market value of Equipment I and II at the time of the conversion, plus continually accruing attorney's fees.

**WHEREFORE**, Plaintiff, Vend Lease Company, Inc., demands judgment in its favor and against Defendant, Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, together with interest, costs of suit, continually accruing attorney's fees, and such other relief as this Honorable Court shall deem just and proper.

**SALTZ POLISHER, P.C.**



\_\_\_\_\_  
Everett K. Sheintoch, Esquire  
Joel S. Todd, Esquire  
Attorneys for Plaintiff

Date: 10/11/02

**VERIFICATION**

I, Michael McGee, Collections Manager for Plaintiff, Vend Lease Company, Inc., being authorized to do so, hereby verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties to 18 Pa.C.S. Section 4904, relating to unsworn falsification to the authorities.

**VEND LEASE COMPANY, INC.**

By: *Michael McGee*  
Michael Mc Gee  
Collections Manager

Dated: 10/1/04

A





8147 FRANCIS FORD AVENUE

BALTIMORE, MD 21206

410-485-2244

1-88-VEND LEASE

(1-888-363-5327)

**LESSOR**

NAME AND ADDRESS OF LESSEE		SUPPLIER OF EQUIPMENT	
Michael P. Sprague T/A Midas Muffler 161 Shaffer Road DuBois, PA 15801		Stallion Automotive Equipment 1204 Memorial Blvd. Connellsville, PA 15425	
Equipment Location (If other than above)			
Description of Leased Property (include quantity, manufacturers, model numbers and serial numbers)			
QTY	Manufacturer	Description	Model #
1	Acuu-Tum	Wheel Balancer	1200
Serial # 0202-602644157			
Above Equipment To Be Insured By Lessee			
SECURITY DEPOSIT (IF ANY)	\$ 219.40	TOTAL NUMBER OF RENT PAYMENTS	MONTHLY PAYMENT
ADDITIONAL PAYMENT REQUIRED	N/A		SALES/USE TAX
OTHER	N/A		TOTAL MONTHLY PAYMENT
		34	\$103.49
			\$6.21
			\$109.70

**ACCEPTANCE AND DELIVERY RECEIPT**

The undersigned hereby certifies that all the equipment described above is in accordance with the said Rental Agreement and has been delivered, inspected, installed, is in good working order, and accepted by us as satisfactory.

The undersigned agrees to look solely to the manufacturer or supplier of equipment respecting any claim, servicing or warranties, and expressly confirms that its obligation under the Equipment Lease are absolute and unconditional.

NAME OF LESSEE Michael P. Sprague T/A Midas MufflerACCEPTED BY Michael P. SpraguePRINT Michael P. SpragueTITLE Owner  
(Indicate Corporate Officer, Partner, Owner, Etc.)DATE



CONFIRMATION OF LEASE AGREEMENT & ACCEPTANCE OF EQUIPMENT

LEASE NAME: Midas Muffler

DATE CONTACTED: 10-28-02 TIME CONTACTED: 2:18pm

SPOKE TO (MUST BE GUARANTOR): Michael Sprague

TELEPHONE: 814-371-4720

Has all equipment been installed as promised and accepted as satisfactory? Wheel Balancer

YES/NO & COMMENTS: \_\_\_\_\_

Do you understand that this is a non-cancelable Lease Agreement and your payments are

\$109.70 per month for 34 months?

YES/NO & COMMENTS: \_\_\_\_\_

Is it OK for us to pay Stallion Automotive (Equipment Supplier)

for this equipment?

YES/NO & COMMENTS: \_\_\_\_\_

If everything is OK above:

Your First Payment is due: 8-10-02 EFT and your coupon book will be  
Arriving with the next few weeks. However, if you do not receive by this date, please  
contact Vend Lease.

The above information was recorded by the following on the above date at the above  
time:

Stephanie 10-28-02 2:18pm

Authorization for Automatic Payment Deduction  
Addendum to Lease Agreement # 7243

**Company Information**

Company Name Midas Auto Service Experts  
Address 101 Shaffer Rd.  
City Dubois State PA Zip Code 15801  
Authorized By Michael Sprague Telephone # 814 371 4720

**Bank Information:**

Bank Name County National Bank Branch Dubois  
Account Name Checking  
Account Number 1602424  
Bank Routing Number 031306278 (9 digits)

Checking Account or  Savings Account (✓ one)

**\*\*ATTACH A VOIDED CHECK OR A COPY OF A CHECK\*\***

Total monthly lease payment \$ 109.70 /month.

Total of (34) payments to be debited on the 10th of each month or the next business banking day after the 10th should the 10th fall on a weekend or bank holiday.

First payment will be debited on August 10, 2002 and shall continue for consecutive months until paid in full.

I (we) authorize Vend Lease Company, Inc. (Vend Lease) to initiate debit entries for the amount and term as stated above to the account indicated above and the bank/ financial company named above to debit the same to such account, and if necessary, credit or debit entries and adjustments for any entry made in error.

I (we) agree that if the debit entries under this authorization are returned for insufficient fund or otherwise dishonored, I (we) will immediately remit to Vend Lease the total monthly payment due, plus any applicable late charges/interest charges and a \$25.00 charge for each returned item as per lease agreement.

I (we) agree to immediately notify Vend Lease of the closure of the aforementioned account, if any, and immediately provide Vend Lease with all sufficient new account information.

I (we) agree that this agreement shall remain in effect for the entire term of the lease agreement and should Lessee terminate or breach this agreement, Vend Lease may deem this act as a default under lease agreement and Vend Lease shall have the option to exercise its rights under the "default" clause in the Lease Agreement.

Vend Lease may terminate this agreement at any time.

Signature X Michael P. Sprague

Date 6-24-2002

Print Name Michael P. Sprague

Title owner

B



**VEND LEASE  
COMPANY, INC.**

BALTIMORE, MD 21206

410-485-2244

1-88-VEND LEASE

(1-888-363-5327)

LEASE NO.

ACCEPTED:

BY

7723  
3/8/03  
VEND LEASE COMPANY, INC.  
LESSOR

(Authorized Signature)

**LESSOR**

<b>NAME AND ADDRESS OF LESSEE</b>		<b>SUPPLIER OF EQUIPMENT</b>		
Michael P. Sprague T/A Midas Auto Service Experts 161 Shaffer Road DuBois, PA 15801		Stallion Automotive Equipment 1202 Memorial Blvd. Connellsville, PA 15425		
Equipment Location (If other than above)				
<b>Description of Leased Property</b> (include quantity, manufacturers, model numbers and serial numbers)				
<b>QTY</b>	<b>Manufacturer</b>	<b>Description</b>	<b>Model #</b>	<b>Serial #</b>
1	Aamco	Brake Lathe	4000	8960xx 90900
<b>Above Equipment To Be Insured By Lessee</b>				
SECURITY DEPOSIT (IF ANY)	\$ 284.93	<b>TOTAL NUMBER OF RENT PAYMENTS</b>	MONTHLY PAYMENT	\$134.40
ADDITIONAL PAYMENT REQUIRED	N/A		SALES/USE TAX	\$8.06
OTHER	N/A		34	TOTAL MONTHLY PAYMENT

**TERMS AND CONDITIONS OF LEASE**

1. In consideration of the rental payments set forth above, and the mutual covenants set forth below, the above-named Lessor hereby leases and the above-named Lessee hereby hires and takes for the term set forth in the Lease the personal property described above with all additions and attachments incorporated therein or affixed thereto (hereinafter referred to as "Equipment"). Each such Schedule hereto and made a part hereof, upon execution by the parties, shall be subject to the terms and conditions herein, and in such Schedule.

2. THE EQUIPMENT HAS BEEN SELECTED BY LESSEE AND PURCHASED BY LESSOR AT THE REQUEST OF LESSEE, AND LESSOR IS NOT THE MANUFACTURER OR THE MANUFACTURER'S AGENT. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE CONDITION, PERFORMANCE, DESIGN OR QUALITY THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE AGREES TO SETTLE ALL SUCH CLAIMS DIRECTLY WITH THE MANUFACTURER OR SUPPLIER AND SHALL NOT SET UP AGAINST ITS OBLIGATIONS HEREUNDER ANY SUCH CLAIMS AS A DEFENSE, COUNTERCLAIM, SET-OFF OR OTHERWISE. Lessee shall bear the entire risk of loss, damage or destruction of the Equipment from any cause whatsoever and no loss, damage, destruction or other event shall release Lessee from its unconditional obligation to pay the full amount of the Rent or from any other obligation under this Lease. Lessor shall not be liable for any direct, indirect, incidental or consequential damage to or loss resulting from the installation, operation or use of the Equipment or any products manufactured therewith.

3. The rent for Equipment shall be the amount designated above (hereinafter called "Rent"). Lessee hereby agrees to pay to Lessor at the address set forth above, or to

such other person and/or such other place as Lessor may from time to time designate in writing, said Rent, in the amounts and at the times set forth above, in immediately available U.S. funds. The obligation of the Lessee to pay Rent shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever, by reason of any past, present or future claims which Lessee may have against Lessor, the manufacturer of the Equipment or against any person for any reason whatsoever. Upon the failure of Lessee to pay any Rent or any other amount required to be paid hereunder, Lessee shall also pay, as additional Rent, a late charge computed as per Paragraph 17 (or such lesser maximum contractual rate as may be imposed by applicable law) on such delinquent payment from and including the due date to and including the date of receipt of such delinquent payment.

4. By execution hereof, the signer hereby certifies that he has read this Agreement consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Agreement on behalf of the LESSEE, and hereby acknowledges receipt of a copy of the Agreement. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE RENT PAYMENTS SET FORTH IN THIS AGREEMENT. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

(CONTINUED ON REVERSE)

**THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY LESSEE AS HEREINAFTER SET FORTH. THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT LESSEE HAS READ.**

**THIS IS A NON-CANCELABLE LEASE FOR THE TERM HEREIN.**

DATE 2-21-03

**LESSEE Michael P. Sprague T/A Midas Auto Service Experts**

The undersigned affirms that he is a duly authorized corporate officer, partner, or proprietor of the above-named Lessee.

BY Michael P. Sprague

PRINT Michael P. Sprague

TITLE Owner

WITNESS \_\_\_\_\_

PRINT \_\_\_\_\_

**G U A R A N T Y**

In consideration of the Lessor leasing to the Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned guarantees payment and performance of all the covenants and conditions of the above lease by the Lessee and in the event of default, hereby waives notice or any modification, amendment or extension thereof.

WITNESS \_\_\_\_\_

SIGNATURE X

PRINT \_\_\_\_\_

Michael P. Sprague

PRINT \_\_\_\_\_

WITNESS \_\_\_\_\_

SIGNATURE X

PRINT \_\_\_\_\_

WITNESS \_\_\_\_\_

SIGNATURE X

PRINT \_\_\_\_\_

5. Lessee shall inspect the Equipment upon delivery and simultaneously therewith, Lessee shall deliver to Lessor a certificate of acceptance in form acceptable to Lessor or written notice of non-acceptance specifying the reasons for non-acceptance. Issuance by Lessee of a certificate of acceptance shall be conclusive presumption as between Lessor and Lessee that the Equipment has been delivered, installed, inspected and found to be in good condition and repair, that Lessee is satisfied with and has accepted the Equipment, and for such other matters as are covered in said certificate, which certificate shall, upon its execution by Lessee, become an integral part of this Lease.

6. INSERTIONS. Lessee hereby authorizes Lessor to insert in this lease the serial numbers and other identification data of the equipment when determined by Lessor.

7. FILING. Lessee agrees that Lessor is authorized, at its option, to file financing statement(s) or amendments thereto without the signature of Lessee with respect to any or all of the leased property or if a signature is required by law, then Lessee appoints Lessor as Lessee's attorney-in-fact to execute any such financing statement(s) and further agrees to reimburse Lessor for the expense of any such filing(s).

8. TITLE. All Equipment is, and shall at all times be and remain, the sole and exclusive personal property of LESSOR; and the LESSEE shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Without the prior written consent of the LESSOR, LESSEE shall not sell, assign, pledge, hypothecate or otherwise dispose of this Lease or the Equipment or any item nor shall the LESSEE sublet or lend the Equipment or any item.

9. TAXES. LESSEE shall keep the Equipment free and clear of all levies, liens, and encumbrances and shall pay ALL license fees, registration fees, assessments, charges and taxes (federal, municipal and state) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment. If LESSEE fails to pay any said fees, assessments, charges or taxes, LESSOR shall have the right, but shall not be obligated, to pay the same. In that event, the cost thereof shall be repayable to LESSOR with the next payment of rent, and failure to repay the same shall carry with it the same consequence, including interest at the highest contract rate as failure to make any payment of rent.

9A. PERSONAL PROPERTY TAXES. Lessee acknowledges that Lessor is owner of aforementioned equipment and, as such owner, Lessor is responsible to pay Personal Property Tax on equipment. Lessee, however, agrees to reimburse Lessor in full for Personal Property Tax paid by Lessor, as well as any reasonable associated processing fees with the next payment of rent, and failure to repay the same shall carry with it the same consequence, including interest at the highest contract rate, as failure to make any payment of rent.

10. INDEMNITY. Lessee does hereby agree to indemnify and hold Lessor harmless against all claims, loss, liability and expense (including attorney's fees) resulting from any loss or damage to the equipment and for injuries to, or deaths of persons, and damage to property, however arising, directly or indirectly, from or incident to the use, operation or storage of the equipment, and whether such injury or death to persons be of agents or employees of Lessee or of third parties; it being specifically agreed to and acknowledged by Lessee that the foregoing provision includes but is not limited to all claims, loss, liability and expense (including attorney's fees) occurring, by reason of any negligence (active or passive), omission, or other act or conduct of Lessor or any third party acting for or on behalf of Lessor.

11. LOSS AND DAMAGE. LESSEE hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of LESSEE under this Lease whatever to any item of Equipment. LESSEE at the option of LESSOR shall: (a) place the same in good repair, condition and working order; or (b) replace the same with like Equipment in good repair, condition and working order; or (c) on request by LESSOR pay to LESSOR an amount equal to ten percent (10%) of the total rental agreed to be paid for the initial term plus, if any of the foregoing events occur during the initial term, the then unpaid balance of such total rental. If the Equipment includes separate items only some of which have been so damaged or destroyed, the amount payable under the foregoing clause (1) shall be computed on the basis of that portion of the total rental applicable to such items as may be reasonably determined by LESSOR. Upon such payment LESSOR will release title to the LESSEE of the items involved.

LESSEE SHALL CARRY INSURANCE in an amount at least equal to the total cost of the Equipment against loss or damage by fire, theft and other losses customarily covered by insurance and will furnish LESSOR with a certificate or certificates of such insurance with a loss payable endorsement to LESSOR.

In addition, Lessee agrees to provide, pay for and maintain public liability and property damage insurance protecting the interests of Lessor and Lessee against liability for damages for personal injury or death caused by the Equipment to the extent of Five Hundred Thousand Dollars. (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and Fifty Thousand Dollars (\$50,000.00) for property damage in each accident. Without relieving LESSEE from its contractual obligation to maintain such insurance or from its liability for failure to do so, it is agreed that in the event of such failure, or if such insurance proves to be inadequate to pay in full any loss, damage, claim, suit, action or liability of or against LESSOR and relating to the Equipment or arising out of its ownership, possession, maintenance, operation or use, the LESSEE, in any such event, hereby indemnifies and agrees to save LESSOR harmless against and from any such loss, damage, claim, suit, action or liability whatsoever.

Should LESSEE fail to purchase insurance as provided for in the Lease and provide LESSOR with evidence of same, in the form of either a policy naming LESSOR as loss payee or a binder or certificate reflecting LESSOR's interest within sixty days of the date hereof, LESSOR shall have the right to purchase insurance as called for hereunder for the full term of this Lease and shall have the right to bill LESSEE for the full amount of premiums for said insurance as additional rent hereunder.

12. Lessee agrees to keep the Equipment in good condition and to make all necessary repairs and maintenance thereto without expense to Lessor. The Equipment will be used by Lessee in a careful manner for its intended use and in accordance with all applicable laws and regulations and will be kept at the location specified (unless the Equipment is mobile or normally used in more than one location in the conduct of Lessee's business) and shall not be removed from said location without the prior written consent of Lessor. Lessor shall have the right during regular business hours to enter upon any premises where the Equipment is located for the purpose of inspecting and observing its use. Lessee shall make no alterations, additions or improvements to said Equipment without the prior written consent of Lessor. Furthermore any alterations, additions, or improvements made to said Equipment shall become the property of the Lessor.

13. Upon expiration of the term or upon earlier termination of this Lease, Lessee shall return the Equipment in good repair, condition and working order, ordinary wear and tear resulting from normal use excepted, at its own expense by delivering the same to a location specified by Lessor which is within the state wherein the Equipment was delivered or wherein the Equipment was located at such expiration or termination (if a change of location was made with consent of Lessor as provided herein) or, at Lessee's expense, by loading the Equipment on such carrier as Lessor shall specify and by shipping the same, freight collect, to the destination specified by Lessor. In the event repairs are necessary, Lessee shall do so at its own expense paying Lessor a reasonable rent for the period of time reasonably necessary to accomplish such repair beyond the termination date.

14. Lessee agrees to make a security deposit in the amount, if any set forth in the lease, prior to the date of delivery, which security deposit Lessor may commingle freely with other monies in its possession; however, at any time upon request of Lessee, Lessor shall provide Lessee a statement as to sums presently on deposit. Lessor may, at its election, use any portion of the security deposit to satisfy any of Lessee's obligations hereunder including but not limited to the payment of Rent when due, the reimbursement to Lessor of any sums paid by Lessor which under the terms of this Lease are the obligation of Lessee, and the repair of Equipment upon expiration of the term of said Lease. If, during the term of this Lease, it is necessary for Lessor to make payments on behalf of Lessee to satisfy any of Lessee's obligations hereunder, Lessee shall repay the amount of such payment plus a

late charge in an amount equal to 5% per month of the amount in default (or such other maximum under applicable law) to the security deposit on demand but in no event later than the next Rent payment due date. Lessor shall credit that amount to the security deposit in Lessee's name. Upon termination of the Lease term, after Lessor or its agent has inspected the Equipment, Lessor will either make full payment to Lessee of the security deposit without interest or pay to Lessee such sums as remain credited said security deposit after Lessor has fulfilled Lessee's obligation to return the Equipment in the manner specified by Paragraph 13 hereof; a statement of the actual cost of such repairs or other necessary maintenance or parts shall accompany any such payment.

15. ASSIGNMENT. Lessor may assign this lease and its assignee may assign the same. Lessee recognizes that all rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this lease, to the rentals herein provided to be paid, and in said equipment shall be free from all defenses, setoffs or counterclaims of any kind which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this lease or any interest herein or sublet said equipment without the prior written consent of Lessor. Any assignment, mortgage, hypothecation or sublease by Lessee without such consent shall be void.

16. DEFAULT. In the event Lessee shall default in the payment of any rent, additional rent or any other sums due hereunder for a period of ten (10) days or in the event of any default or breach of the terms and conditions of the lease, or any other lease between the parties hereto or if any execution or other writ or process shall be issued in any action or proceeding, against Lessee, whereby the equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or its property, or if Lessee shall enter into an agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of Lessee's affairs shall so change as to, in Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in the event the Lessor shall have the right to: (i) retake immediate possession of its equipment without any Court Order or other process of law and for such purpose. Lessor may enter upon any premises where the equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by Lessee. Lessor may, at its option sell the equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Lessee shall be liable for arrears of rent, if any, the expense of taking possession and the removal of the equipment including landlord claims to repair damage as a result of installation, operation or removal of equipment or claims by Landlord to restore location to original condition prior to equipment installation, court costs, in addition to the balance of the rentals provided for herein, or in any renewal hereof, less the net proceeds of the sale of the equipment, if any after deducting all costs of taking, storage, repair and sale and attorney's fees of twenty percent (20%) of the balance due on this Lease at the time it is placed with an attorney, if allowed by law; and/or (ii) accelerate the balance of rentals payable hereunder, thereby requiring prepayment of this lease, with all such rentals due and payable forthwith upon such notice of acceleration and demand for payment. Should Lessee fail to make such payment after this notice and demand, Lessor shall be entitled to institute appropriate legal proceedings against Lessee with Lessee being responsible for said rentals, court costs and attorney's fee of twenty percent (20%) of said balance of said rentals payable. The dual rights granted Lessor herein, shall be cumulative, and action upon one shall not be deemed to constitute an election or waiver of any other right of action, hereunder or under applicable law. All sums due under the calculations above shall become immediately due and payable and are to be construed as liquidated damages rather than a penalty provision. Lessee shall remain and be liable for the return of the equipment and any loss or destruction of or injury to the equipment, in the same manner as herein provided. LESSEE HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS ARISING HEREUNDER.

17. LATE CHARGES AND INTEREST. In the event Lessee shall default in the payment of any rent, additional rent or any other sums due hereunder for a period of ten (10) days, Lessee promises to pay: (i) a late charge to Lessor or its assigns not later than one month thereafter, in an amount calculated at the rate of five cents per dollar of each such delayed payment and (ii) interest to Lessor upon each delayed payment calculated at the rate of one and one-half percent (1-1/2%) per month, or any part thereof, commencing one month after the due date of the first delayed payment. The late charge and/or the interest payment set forth in this paragraph shall apply only when permitted by law and, if not permitted by law the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction. In the event any check delivered to Lessor for any payment hereunder is returned to Lessor unpaid, Lessee shall pay Lessor an additional charge of \$25.00 per returned check for the extra handling of Lessor involved, in addition to any actual additional expenses as provided in the sentences preceding.

18. CAUSES BEYOND LESSOR'S CONTROL. Lessor shall not be responsible for any failure or delay in delivering equipment or in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction, acts of God or any other cause beyond Lessor's control. In no event shall Lessor be liable for any loss of profits, inconvenience or other consequential damages due to any theft, damage, loss, defect or failure of the leased equipment or due to the time consumed in recovering, repairing, servicing or replacing same and there shall be no abatement or apportionment of rental during such time.

19. WAIVERS. Lessee explicitly waives any and all rights under Section 508(5) and Section 303 of Article 2A of the Uniform Commercial Code. (UCC).

20. DOCUMENTATION FEE. Lessee agrees to pay Lessor a one-time Documentation Fee at the inception of Lease to cover Lessor's costs involved with originating such Lease.

21. CONSTRUCTION: SEVERABILITY. The parties agree that if any provision contained in this lease is capable of two constructions, one of which would render the provision invalid and the other of which would render such provision valid, then such provision shall be construed so as to render it valid. The parties further agree that each and every provision of this lease, is separate and severable. Accordingly, in the event any particular provision in this lease shall be declared unenforceable by a court of competent jurisdiction, then the parties agree that any and all other provisions in this lease shall be valid and subsisting, as though the parties had executed a further agreement excluding the particular provision(s) or condition(s) declared to be unenforceable.

22. GOVERNING LAW & JURISDICTION. This Lease shall be construed, enforced and governed by the laws of the State of Maryland without any conflict of laws. The parties further agree that any litigation arising from a dispute related to this Lease or any of its terms or condition, shall be tried in the courts of the State of Maryland and that all parties consent to jurisdiction therein.

23. TITLES AND SECTION NUMBERS. The titles and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of sections of this lease nor in any way affect this lease.

24. EXECUTION, ENTIRE AGREEMENT, WAIVER. The lease is not binding on Lessor until executed by an authorized officer of Lessor. It is specifically understood and agreed that all understandings and agreements heretofore had between the parties hereto relative to this lease are merged in this agreement which contains the entire agreement and understanding of the parties hereto, and neither party relies upon any other statement or representation. This agreement may not be modified or cancelled except by an instrument in writing and signed by both parties hereto. No supplier, agent or salesman of Lessor is authorized to bind Lessor or to waive or modify any term hereof. No waiver by Lessor of any provision hereof shall constitute a waiver of any other matter.

25. SEVERABILITY. If any provisions hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof including remaining default remedies shall be given effect in accordance with the manifest intent hereof.

26. LABELS. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on each item of Equipment.



**VEND LEASE  
COMPANY, INC.**

6747 HANNAH AVE  
BALTIMORE, MD 21206  
410-485-2244  
1-88-VEND LEASE  
(1-888-363-5327)

**LESSOR**

NAME AND ADDRESS OF LESSEE		SUPPLIER OF EQUIPMENT	
Michael P. Sprague T/A Midas Auto Service Experts 161 Shaffer Road DuBois, PA 15801		Stallion Automotive Equipment 1202 Memorial Blvd. Connellsville, PA 15425	
Equipment Location (If other than above)			
Description of Leased Property (include quantity, manufacturers, model numbers and serial numbers)			
QTY	Manufacturer	Description	Model #
1	Aamco	Brake Lathe	4000
Serial # 69417			
Above Equipment To Be Insured By Lessee			
SECURITY DEPOSIT (IF ANY)	\$ 284.93	TOTAL NUMBER OF RENT PAYMENTS 34	MONTHLY PAYMENT
ADDITIONAL PAYMENT REQUIRED	N/A		SALES/USE TAX
OTHER	N/A		TOTAL MONTHLY PAYMENT
			\$142.46

**ACCEPTANCE AND DELIVERY RECEIPT**

The undersigned hereby certifies that all the equipment described above is in accordance with the said Rental Agreement and has been delivered, inspected, installed, is in good working order, and accepted by us as satisfactory.

The undersigned agrees to look solely to the manufacturer or supplier of equipment respecting any claim, servicing or warranties, and expressly confirms that its obligation under the Equipment Lease are absolute and unconditional.

NAME OF LESSEE Michael P. Sprague T/A Midas Auto Service Experts

ACCEPTED BY Michael PS

PRINT Michael P. Sprague

TITLE Owner  
(Indicate Corporate Officer, Partner, Owner, Etc.)

DATE 2-21-03



CONFIRMATION OF LEASE AGREEMENT & ACCEPTANCE OF EQUIPMENT

LEASE NAME: Medas Auto Service

DATE CONTACTED: 12/12/03 TIME CONTACTED: 3:45pm

SPOKE TO (MUST BE GUARANTOR): Michael Sprague

TELEPHONE: 814-371-4720

Has all equipment been installed as promised and accepted as satisfactory?

YES/NO & COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

Do you understand that this is a non-cancelable Lease Agreement and your payments are  
\$ 142.46 per month for 34 months?

YES/NO & COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

Is it OK for us to pay Stallion Automotive (Equipment Supplier)  
for this equipment?

YES/NO & COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

If everything is OK above:

Your First Payment is due: 3/10/03 CFT and your coupon book will be  
Arriving with the next few weeks. However, if you do not receive by this date, please  
contact Vend Lease.

The above information was recorded by the following on the above date at the above  
time:

Rob

**Authorization for Automatic Payment Deduction**  
**Addendum to Lease Agreement # 7723**

**Company Information**

Company Name Midas Auto Service Experts

Address 161 Shaffer Road

City DuBois State PA Zip Code 15801

Authorized By Michael P. Sprague Telephone # 814-371-4720

**Bank Information:**

Bank Name County National Bank Bank Branch DuBois

Account Name Midas Auto Service Experts

Account Number 1602424

Bank Routing Number 0 3 1 3 0 6 2 7 8 (9 digits)

Checking Account or  Savings Account (✓one)

***\*\*ATTACH A VOIDED CHECK OR A COPY OF A CHECK\*\****

Total monthly lease payment \$ 142.46/month.

Total of 34 payments to be debited on the 10th of each month or the next business banking day after the 10th should the 10th fall on a weekend or bank holiday.

First payment will be debited on March 10, 2003 and shall continue for consecutive months until paid in full.

I (we) authorize Vend Lease Company, Inc. (Vend Lease) to initiate debit entries for the amount and term as stated above to the account indicated above and the bank/ financial company named above to debit the same to such account, and if necessary, credit or debit entries and adjustments for any entry made in error.

I (we) agree that if the debit entries under this authorization are returned for insufficient fund or otherwise dishonored, I (we) will immediately remit to Vend Lease the total monthly payment due, plus any applicable late charges/interest charges and a \$25.00 charge for each returned item as per lease agreement.

I (we) agree to immediately notify Vend Lease of the closure of the aforementioned account, if any, and immediately provide Vend Lease with all sufficient new account information.

I (we) agree that this agreement shall remain in effect for the entire term of the lease agreement and should Lessee terminate or breach this agreement, Vend Lease may deem this act as a default under lease agreement and Vend Lease shall have the option to exercise its rights under the "default" clause in the Lease Agreement.

Vend Lease may terminate this agreement at any time.

Signature X Michael P. Sprague

Date 2-21-03

Print Name Michael P. Sprague

Title Owner

In The Court of Common Pleas of Clearfield County, Pennsylvania

VEND LEASE COMPANY, INC.

VS.

SPRAGUE, MICHZEL P. ind & f/t/a MIDAS AUTO SERVICE EXPERTSQ

COMPLAINT

Sheriff Docket # 16410

04-1552-CD

**SHERIFF RETURNS**

NOW OCTOBER 18, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON MICHAEL P. SPRAGUE ind & f/t/a MIDAS AUTO SERVICE EXPERTS, DEFENDANT AT EMPLOYMENT, 421 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL P. SPRAGUE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DEHAVEN/COUDRIET

**Return Costs**

Cost	Description
32.25	SHERIFF HAWKINS PAID BY: ATTY CK# 6886
10.00	SURCHARGE PAID BY: ATTY CK# 6885

Sworn to Before Me This

1<sup>st</sup> Day Of Nov. 2004  
William A. Shaw  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
by Marky Ham  
Chester A. Hawkins  
Sheriff

FILED  
10/31/2004  
NOV 01 2004

William A. Shaw  
Prothonotary/Clerk of Courts

SALTZ POLISHER, P.C.  
BY: Everett K. Sheintoch, Esquire  
Joel S. Todd, Esquire  
Attorney I.D. No. 51507/62334  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

COPY

Attorney for Plaintiff  
Vend Lease Company, Inc.

VEND LEASE COMPANY, INC.	:	COURT OF COMMON PLEAS
6424 Frankford Avenue	:	CLEARFIELD COUNTY, PA
Baltimore, Maryland 21206	:	
Plaintiff,	:	CIVIL ACTION - LAW
v.	:	NO. 04-1552-C
MICHAEL P. SPRAGUE, Individually	:	
and f/t/a	:	
MIDAS AUTO SERVICE EXPERTS	:	
421 S. Brady Street	:	
DuBois, PA 15801,	:	
Defendant.	:	

**NOTICE TO DEFEND**

“You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance 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 the Court without further notice may enter a Judgment against you 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 Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 51

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

OCT 06 2004

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

## **AVISO**

“Le han demandado en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene viente (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara mediadas y peude continuar la demanda y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.”

**“LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICO, VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFFICINA CUYA DIRECION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.”**

**COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 51**

**SALTZ POLISHER, P.C.**  
**BY: Everett K. Sheintoch, Esquire**  
**Joel S. Todd, Esquire**  
**Attorney I.D. No. 51507/62334**  
**993 Old Eagle School Road, Suite 412**  
**Wayne, PA 19087**  
**(610) 964-3333 ext. 106**

**Attorney for Plaintiff**  
**Vend Lease Company, Inc.**

<b>VEND LEASE COMPANY, INC.</b>	<b>:</b>	<b>COURT OF COMMON PLEAS</b>
<b>6424 Frankford Avenue</b>	<b>:</b>	<b>CLEARFIELD COUNTY, PA</b>
<b>Baltimore, Maryland 21206</b>	<b>:</b>	
<b>Plaintiff,</b>	<b>:</b>	<b>CIVIL ACTION – LAW</b>
<b>v.</b>	<b>:</b>	
	<b>:</b>	<b>NO.</b>
<b>MICHAEL P. SPRAGUE, Individually</b>	<b>:</b>	
<b>and f/t/a</b>	<b>:</b>	
<b>MIDAS AUTO SERVICE EXPERTS</b>	<b>:</b>	
<b>421 S. Brady Street</b>	<b>:</b>	
<b>DuBois, PA 15801,</b>	<b>:</b>	
	<b>:</b>	
<b>Defendant.</b>	<b>:</b>	

**COMPLAINT**

Plaintiff, Vend Lease Company, Inc. ("Vend Lease"), by and through its undersigned attorneys, Saltz Polisher, P.C., brings this action by way of Complaint against Defendant, Michael P. Sprague, individually and t/a Midas Auto Service Experts, and in support thereof avers as follows:

1. Plaintiff, Vend Lease, is a corporation organized and existing under the laws of the State of Maryland with a place of business located at 6424 Frankford Avenue, Baltimore, Maryland 21206.
2. Defendant, Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, is an adult individual and sole proprietor with a business address located at 421 S. Brady Street, DuBois, Pennsylvania 15801.

3. On or about June 26, 2002, Defendant executed and delivered to Vend Lease a certain Equipment Lease Agreement No. 7243 ("Lease I"), which provided for the lease and hire of certain items of equipment described therein ("Equipment I"). A true and correct copy of Lease I is attached hereto, marked as Exhibit "A" and incorporated herein.

4. The terms of Lease I require Defendant to make thirty-four (34) consecutive monthly payments in the amount of \$109.70 per month, plus applicable taxes, until the entire obligation is paid in full.

5. On or about February 21, 2003, Defendant executed and delivered to Vend Lease a certain Equipment Lease Agreement No. 7722 ("Lease II"), which provided for the lease and hire of certain items of equipment described ("Equipment II"). A copy of Lease II is attached hereto, marked as Exhibit "B" and incorporated herein.

6. The terms of Lease II require Defendant to make thirty-four (34) consecutive monthly payments in the amount of \$142.46, plus applicable taxes, until the entire obligation is paid in full.

#### **COUNT I – BREACH OF CONTRACT**

7. The averments contained in Paragraphs 1 through 6 of this Complaint are incorporated herein by reference as though set forth in full herein.

8. Defendant breached the terms of Lease I and II, and became in default thereof, *inter alia*, by virtue of Defendant's failure to make the monthly payments when due.

9. In accordance with the terms and provisions of Lease I and II, Defendant is obligated and liable to Vend Lease as follows:

	Lease I	Lease II
Lease Payments Due	\$1,535.80	\$3,134.12
Late Charges	\$ 51.74	\$ 67.20
Refund Check Fee	\$ 25.00	\$ 25.00
<u>20% Attorney Fees</u>	<u>\$ 322.51</u>	<u>\$ 645.26</u>
Subtotals:	\$1,935.05	\$3,871.58
<b>TOTAL DUE:</b>		<b>\$5,806.63</b>

10. Despite repeated requests, Defendant has failed and refused to pay the balances due pursuant to Lease I and II.

**WHEREFORE**, Plaintiff, Vend Lease Company, Inc., demands judgment in its favor and against Defendant, Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, in the amount of \$5,806.63, together with interest, costs of suit, continually accruing attorney's fees, and such other relief as this Honorable Court shall deem just and proper.

**COUNT II – REPLEVIN**

11. The averments contained in Paragraphs 1 though and including 10 of this Complaint are incorporated herein by reference and as though set forth in full herein.

12. Pursuant to the terms and conditions of Lease I and II and the Uniform Commercial Code as enacted in Pennsylvania, and by virtue of the default of Defendant, Vend Lease is entitled to immediate possession of Equipment I and II.

13. Defendant remains in possession of Equipment I and II to the exclusion of Vend Lease.

14. The estimated value of Equipment I and II is not in excess of \$5,800.00.

15. Although frequent demands have been made, Defendant has failed, refused and neglected to deliver possession of Equipment I and II to Vend Lease.

**WHEREFORE**, Plaintiff, Vend Lease Company, Inc., demands judgment in its favor and against Defendant, Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, in the amount of \$5,806.63, together with interest, costs of suit, continually accruing attorney's fees, and such other relief as this Honorable Court shall deem just and proper.

**COUNT III – CONVERSION**

16. The averments contained in Paragraphs 1 through 15 of this Complaint are incorporated herein by reference as though set forth in full herein.

17. Defendant has interfered with Vend Lease's property rights in Equipment I and II without lawful justification.

18. Under the terms of Lease I and II, Equipment I and II remain the property of Vend Lease, and no right, title or interest in same shall pass to Defendant.

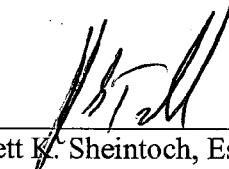
19. Defendant has demonstrated an intent to exercise dominion or control over Equipment I and II that is inconsistent with Vend Lease's property rights as established by the conditions set forth in Lease I and II and the applicable provisions of the Pennsylvania Uniform Commercial Code.

20. Alternatively, Defendant is unreasonably withholding possession from Vend Lease as to Equipment I and II, and Vend Lease has the right to immediate repossession of same.

21. As a proximate result of said conversion by Defendant, Vend Lease has suffered damages in the amount of \$5,806.63 and/or the fair market value of Equipment I and II at the time of the conversion, plus continually accruing attorney's fees.

**WHEREFORE**, Plaintiff, Vend Lease Company, Inc., demands judgment in its favor and against Defendant, Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, together with interest, costs of suit, continually accruing attorney's fees, and such other relief as this Honorable Court shall deem just and proper.

**SALTZ POLISHER, P.C.**

  
\_\_\_\_\_  
Everett K. Sheintoch, Esquire  
Joel S. Todd, Esquire  
Attorneys for Plaintiff

Date: 10/11/02

**VERIFICATION**

I, Michael McGee, Collections Manager for Plaintiff, Vend Lease Company, Inc., being authorized to do so, hereby verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties to 18 Pa.C.S. Section 4904, relating to unsworn falsification to the authorities.

**VEND LEASE COMPANY, INC.**

By: M. McGee  
Michael Mc Gee  
Collections Manager

Dated: 10/1/04

A



BALTIMORE, MD 21206

410-485-2244

1-88-VEND LEASE

(1-888-363-5327)

**LESSOR**

LEASE NO.

7243

ACCEPTED:

6/26/02

VEND LEASE COMPANY, INC.  
LESSOR

BY

(Uninitialized Signature)

NAME AND ADDRESS OF LESSEE	SUPPLIER OF EQUIPMENT
Michael P. Sprague T/A Midas Muffler 161 Shaffer Road DuBois, PA 15801	Stallion Automotive Equipment 1204 Memorial Blvd. Connellsville, PA 15425

Equipment Location (If other than above)

Description of Leased Property (include quantity, manufacturers, model numbers and serial numbers)				
QTY	Manufacturer	Description	Model #	Serial #
1	Acuu-Turn	Wheel Balancer	1200	0202-602644157
Above Equipment To Be Insured By Lessee				
SECURITY DEPOSIT (IF ANY)	\$ 219.40	TOTAL NUMBER OF RENT PAYMENTS	MONTHLY PAYMENT	\$103.49
ADDITIONAL PAYMENT REQUIRED	N/A		SALES/USE TAX	\$6.21
OTHER	N/A		TOTAL MONTHLY PAYMENT	\$109.70

**TERMS AND CONDITIONS OF LEASE**

1. In consideration of the rental payments set forth above, and the mutual covenants set forth below, the above-named Lessor hereby leases and the above-named Lessee hereby hires and takes for the term set forth in the Lease the personal property described above with all additions and attachments incorporated therein or affixed thereto (hereinafter referred to as "Equipment"). Each such Schedule hereto and made a part hereof, upon execution by the parties, shall be subject to the terms and conditions herein, and in such Schedule.

2. THE EQUIPMENT HAS BEEN SELECTED BY LESSEE AND PURCHASED BY LESSOR AT THE REQUEST OF LESSEE, AND LESSOR IS NOT THE MANUFACTURER OR THE MANUFACTURER'S AGENT. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE CONDITION, PERFORMANCE, DESIGN OR QUALITY THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE AGREES TO SETTLE ALL SUCH CLAIMS DIRECTLY WITH THE MANUFACTURER OR SUPPLIER AND SHALL NOT SET UP AGAINST ITS OBLIGATIONS HEREUNDER ANY SUCH CLAIMS AS A DEFENSE, COUNTERCLAIM, SET-OFF OR OTHERWISE. Lessee shall bear the entire risk of loss, damage or destruction of the Equipment from any cause whatsoever and no loss, damage, destruction or other event shall release Lessee from its unconditional obligation to pay the full amount of the Rent or from any other obligation under this Lease. Lessor shall not be liable for any direct, indirect, incidental or consequential damage to or loss resulting from the installation, operation or use of the Equipment or any products manufactured therewith.

3. The rent for Equipment shall be the amount designated above (hereinafter called "Rent"). Lessee hereby agrees to pay to Lessor at the address set forth above, or to

such other person and/or such other place as Lessor may from time to time designate in writing, said Rent, in the amounts and at the times set forth above, in immediately available U.S. funds. The obligation of the Lessee to pay Rent shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever, by reason of any past, present or future claims which Lessee may have against Lessor, the manufacturer of the Equipment or against any person for any reason whatsoever. Upon the failure of Lessee to pay any Rent or any other amount required to be paid hereunder, Lessee shall also pay, as additional Rent, a late charge computed as per Paragraph 17 (or such lesser maximum contractual rate as may be imposed by applicable law) on such delinquent payment from and including the due date to and including the date of receipt of such delinquent payment.

4. By execution hereof, the signer hereby certifies that he has read this Agreement consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Agreement on behalf of the LESSEE, and hereby acknowledges receipt of a copy of the Agreement. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE RENT PAYMENTS SET FORTH IN THIS AGREEMENT. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

(CONTINUED ON REVERSE)

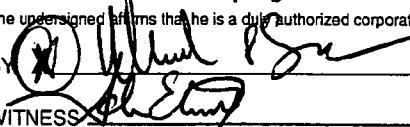
THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY LESSEE AS HEREINAFTER SET FORTH. THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT LESSEE HAS READ.

THIS IS A NON-CANCELABLE LEASE FOR THE TERM HEREIN.

DATE 6-26-02

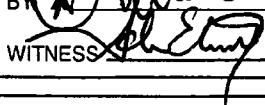
LESSEE Michael P. Sprague T/A Midas Muffler

The undersigned affirms that he is a duly authorized corporate officer, partner, or proprietor of the above-named Lessee.

BY 

PRINT Michael P. Sprague

TITLE Owner

WITNESS 

PRINT Adm. m. Eckhardt

**G U A R A N T Y**

In consideration of the Lessor leasing to the Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned guarantees payment and performance of all the covenants and conditions of the above lease by the Lessee and in the event of default, hereby waives notice or any modification, amendment or extension thereof.

WITNESS	SIGNATURE 	PRINT Michael P. Sprague
WITNESS	SIGNATURE 	PRINT
WITNESS	SIGNATURE 	PRINT

5. Lessee shall inspect the Equipment upon delivery and simultaneously therewith, Lessee shall deliver to Lessor a certificate of acceptance in form acceptable to Lessor or written notice of non-acceptance specifying the reasons for non-acceptance. Issuance by Lessee of a certificate of acceptance shall be conclusive presumption as between Lessor and Lessee that the Equipment has been delivered, installed, inspected and found to be in good condition and repair, that Lessee is satisfied with and has accepted the Equipment, and for such other matters as are covered in said certificate, which certificate shall, upon its execution by Lessee, become an integral part of this Lease.

6. INSERTIONS. Lessee hereby authorizes Lessor to insert in this lease the serial numbers and other identification data of the equipment when determined by Lessor.

7. FILING. Lessee agrees that Lessor is authorized, at its option, to file financing statement(s) or amendments thereto without the written consent of Lessee with respect to any or all of the leased property or if a signature is required by law, then Lessee appoints Lessor as Lessee's attorney-in-fact to execute any such financing statement(s) and further agrees to reimburse Lessor for the expense of any such filing(s).

8. TITLE. All Equipment is, and shall at all times be and remain, the sole and exclusive personal property of LESSOR; and the LESSEE shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Without the prior written consent of the LESSOR, LESSEE shall not sell, assign, pledge, hypothecate or otherwise dispose of this Lease or the Equipment or any item nor shall the LESSEE sublet or lend the Equipment or any item.

9. TAXES. LESSEE shall keep the Equipment free and clear of all levies, liens, and encumbrances and shall pay ALL license fees, registration fees, assessments, charges and taxes (federal, municipal and state) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment. If LESSEE fails to pay any said fees, assessments, charges or taxes, LESSOR shall have the right, but shall not be obligated, to pay the same. In that event, the cost thereof shall be repayable to LESSOR with the next payment of rent, and failure to repay the same shall carry with it the same consequence, including interest at the highest contract rate as failure to make any payment of rent.

9A. PERSONAL PROPERTY TAXES. Lessee acknowledges that Lessor is owner of aforementioned equipment and, as such owner, Lessor is responsible to pay Personal Property Tax on equipment. Lessee, however, agrees to reimburse Lessor in full for Personal Property Tax paid by Lessor, as well as any reasonable associated processing fees with the next payment of rent, and failure to repay the same shall carry with it the same consequence, including interest at the highest contract rate, as failure to make any payment of rent.

10. INDEMNITY. Lessee does hereby agree to indemnify and hold Lessor harmless against all claims, loss, liability and expense (including attorney's fees) resulting from any loss or damage to the equipment and for injuries to, or deaths of persons, and damage to property, however arising, directly or indirectly, from or incident to the use, operation or storage of the equipment, and whether such injury or death to persons be of agents or employees of Lessee or of third parties; it being specifically agreed to and acknowledged by Lessee that the foregoing provision includes but is not limited to all claims, loss, liability and expense (including attorney's fees) occurring, by reason of any negligence (active or passive), omission, or other act or conduct of Lessor or any third party acting for or on behalf of Lessor.

11. LOSS AND DAMAGE. LESSEE hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of LESSEE under this Lease whatever to any item of Equipment. LESSEE at the option of LESSOR shall: (a) place the same in good repair, condition and working order, or (b) replace the same with like Equipment in good repair, condition and working order, or (c) on request by LESSOR pay to LESSOR an amount equal to ten percent (10%) of the total rental agreed to be paid for the initial term plus, if any of the foregoing events occur during the initial term, the then unpaid balance of such total rental. If the Equipment includes separate items only some of which have been so damaged or destroyed, the amount payable under the foregoing clause (1) shall be computed on the basis of that portion of the total rental applicable to such items as may be reasonably determined by LESSOR. Upon such payment LESSOR will release title to the LESSEE of the items involved.

LESSEE SHALL CARRY INSURANCE in an amount at least equal to the total cost of the Equipment against loss or damage by fire, theft and other losses customarily covered by insurance and will furnish LESSOR with a certificate or certificates of such insurance with a loss payable endorsement to LESSOR.

In addition, Lessee agrees to provide, pay for and maintain public liability and property damage insurance protecting the interests of Lessor and Lessee against liability for damages for personal injury or death caused by the Equipment to the extent of Five Hundred Thousand Dollars. (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and Fifty Thousand Dollars (\$50,000.00) for property damage in each accident. Without relieving LESSEE from its contractual obligation to maintain such insurance or from its liability for failure to do so, it is agreed that in the event of such failure, or if such insurance proves to be inadequate to pay in full any loss, damage, claim, suit, action or liability of or against LESSOR and relating to the Equipment or arising out of its ownership, possession, maintenance, operation or use, the LESSEE, in any such event, hereby indemnifies and agrees to save LESSOR harmless against and from any such loss, damage, claim, suit, action or liability whatsoever.

Should LESSEE fail to purchase insurance as provided for in the Lease and provide LESSOR with evidence of the same, in the form of either a policy naming LESSOR as loss payee or a binder or certificate reflecting LESSOR's interest within sixty days of the date hereof, LESSOR shall have the right to purchase insurance as called for hereunder for the full term of this Lease and shall have the right to bill LESSEE for the full amount of premiums for said insurance as additional rent hereunder.

12. Lessee agrees to keep the Equipment in good condition and to make all necessary repairs and maintenance thereto without expense to Lessor. The Equipment will be used by Lessee in a careful manner for its intended use and in accordance with all applicable laws and regulations and will be kept at the location specified (unless the Equipment is mobile or normally used in more than one location in the conduct of Lessee's business) and shall not be removed from said location without the prior written consent of Lessor. Lessor shall have the right during regular business hours to enter upon any premises where the Equipment is located for the purpose of inspecting and observing its use. Lessee shall make no alterations, additions or improvements to said Equipment without the prior written consent of Lessor. Furthermore any alterations, additions, or improvements made to said Equipment shall become the property of the Lessor.

13. Upon expiration of the term or upon earlier termination of this Lease, Lessee shall return the Equipment in good repair, condition and working order, ordinary wear and tear resulting from normal use excepted, at its own expense by delivering the same to a location specified by Lessor which is within the state wherein the Equipment was delivered or wherein the Equipment was located at such expiration or termination (if a change of location was made with consent of Lessor as provided herein) or, at Lessee's expense, by loading the Equipment on such carrier as Lessor shall specify and by shipping the same, freight collect, to the destination specified by Lessor. In the event repairs are necessary, Lessee shall do so at its own expense paying Lessor a reasonable rent for the period of time reasonably necessary to accomplish such repair beyond the termination date.

14. Lessee agrees to make a security deposit in the amount, if any set forth in the lease, prior to the date of delivery, which security deposit Lessor may commingle freely with other monies in its possession; however, at any time upon request of Lessee, Lessor shall provide Lessee a statement as to sums presently on deposit. Lessor may, at its election, use any portion of the security deposit to satisfy any of Lessee's obligations hereunder including but not limited to the payment of Rent when due, the reimbursement to Lessor of any sums paid by Lessor which under the terms of this Lease are the obligation of Lessee, and the repair of Equipment upon expiration of the term of said Lease. If, during the term of this Lease, it is necessary for Lessor to make payments on behalf of Lessee to satisfy any of Lessee's obligations hereunder, Lessee shall repay the amount of such payment plus a

late charge in an amount equal to 5% per month of the amount in default (or such other maximum, under applicable law) to the security deposit on demand but in no event later than the next Rent payment due date. Lessor shall credit that amount to the security deposit in Lessee's name. Upon termination of the Lease term, after Lessor or its agent has inspected the Equipment, Lessor will either make full payment to Lessee of the security deposit without interest or pay to Lessee such sums as remain credited said security deposit after Lessor has fulfilled Lessee's obligation to return the Equipment in the manner specified by Paragraph 13 hereof; a statement of the actual cost of such repairs or other necessary maintenance or parts shall accompany any such payment.

15. ASSIGNMENT. Lessor may assign this lease and its assignee may assign the same. Lessee recognizes that all rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this lease, to the rentals herein provided to be paid, and in said equipment shall be free from all defenses, setoffs or counterclaims of any kind which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this lease or any interest herein or sublet said equipment without the prior written consent of Lessor. Any assignment, mortgage, hypothecation or sublease by Lessee without such consent shall be void.

16. DEFAULT. In the event Lessee shall default in the payment of any rent, additional rent or any other sums due hereunder for a period of ten (10) days or in the event of any default or breach of the terms and conditions of the lease, or any other lease between the parties hereto or if any execution or other writ or process shall be issued in any action or proceeding, against Lessee, whereby the equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or its property, or if Lessee shall enter into an agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of Lessee's affairs shall so change as to, in Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in the event the Lessor shall have the right to: (i) retake immediate possession of its equipment without any Court Order or other process of law and for such purpose. Lessor may enter upon any premises where the equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by Lessee. Lessor may, at its option sell the equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Lessee shall be liable for arrears of rent, if any, the expense of taking possession and the removal of the equipment including landlord's claims to repair damage as a result of installation, operation or removal of equipment or claims by Landlord to restore location to original condition prior to equipment installation, court costs, in addition to the balance of the rentals provided for herein, or in any renewal hereof, less the net proceeds of the sale of the equipment, if any after deducting all costs of taking, storage, repair and sale and attorney's fees of twenty percent (20%) of the balance due on this Lease at the time it is placed with an attorney, if allowed by law; and/or (ii) accelerate the balance of rentals payable hereunder, thereby requiring prepayment of this lease, with all such rentals due and payable forewith upon such notice of acceleration and demand for payment. Should Lessee fail to make such payment after such notice and demand, Lessor shall be entitled to institute appropriate legal proceedings against Lessee with Lessee being responsible for said rentals, court costs and attorney's fee of twenty percent (20%) of said balance of said rentals payable. The dual rights granted Lessor herein shall be cumulative, and action upon one shall not be deemed to constitute an election or waiver of any other right of action, hereunder or under applicable law. All sums due under the calculations above shall become immediately due and payable and are to be construed as liquidated damages rather than a penalty provision. Lessee shall remain and be liable for the return of the equipment and any loss of, destruction or injury to the equipment, in the same manner as herein provided. LESSEE HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS ARISING HEREUNDER.

17. LATE CHARGES AND INTEREST. In the event Lessee shall default in the payment of any rent, additional rent or any other sums due hereunder for a period of ten (10) days, Lessee promises to pay: (i) a late charge to Lessor or its assigns not later than one month thereafter, in an amount calculated at the rate of five cents per one dollar of each such delayed payment and (ii) interest to Lessor upon each delayed payment calculated at the rate of one and one-half percent (1-1/2%) per month, or any part thereof, commencing one month after the due date of the first delayed payment. The late charge and/or the interest payment set forth in this paragraph shall apply only when permitted by law and, if not permitted by law the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction. In the event any check delivered to Lessor for any payment hereunder is returned to Lessor unpaid, Lessee shall pay Lessor an additional charge of \$25.00 per returned check for the extra handling of Lessor involved, in addition to any actual additional expenses as provided in the sentences preceding.

18. CAUSES BEYOND LESSOR'S CONTROL. Lessor shall not be responsible for any failure or delay in delivering equipment or in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction, acts of God or any other cause beyond Lessor's control. In no event shall Lessor be liable for any loss of profits, inconvenience or other consequential damages due to any theft, damage, loss, defect or failure of the leased equipment or due to the time consumed in recovering, repairing, servicing or replacing same and there shall be no abatement or apportionment of rental during such time.

19. WAIVERS. Lessee explicitly waives any and all rights under Section 508(5) and Section 303 of Article 2A of the Uniform Commercial Code (UCC).

20. DOCUMENTATION FEE. Lessee agrees to pay Lessor a one-time Documentation Fee at the inception of Lease to cover Lessor's costs involved with originating such Lease.

21. CONSTRUCTION: SEVERABILITY. The parties agree that if any provision contained in this lease is capable of two constructions, one of which would render the provision invalid and the other of which would render such provision valid, then such provision shall be construed so as to render it valid. The parties further agree that each and every provision of this lease, is separate and severable. Accordingly, in the event any particular provision in this lease shall be declared unenforceable by a court of competent jurisdiction, then the parties agree that any and all other provisions in this lease shall be valid and subsisting, as though the parties had executed a further agreement excluding the particular provision(s) or condition(s) declared to be unenforceable.

22. GOVERNING LAW & JURISDICTION. This Lease shall be construed, enforced and governed by the laws of the State of Maryland without any conflict of laws. The parties further agree that any litigation arising from a dispute related to this Lease or any of its terms or condition, shall be tried in the courts of the State of Maryland and that all parties consent to jurisdiction therein.

23. TITLES AND SECTION NUMBERS. The titles and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of sections of this lease nor in any way affect this lease.

24. EXECUTION, ENTIRE AGREEMENT, WAIVER. The lease is not binding on Lessor until executed by an authorized officer of Lessor. It is specifically understood and agreed that all understandings and agreements heretofore had between the parties hereto relative to this lease are merged in this agreement which contains the entire agreement and understanding of the parties hereto, and neither party relies upon any other statement or representation. This agreement may not be modified or cancelled except by an instrument in writing and signed by both parties hereto. No supplier, agent or salesman of Lessor is authorized to bind Lessor or to waive or modify any term hereof. No waiver by Lessor of any provision hereof shall constitute a waiver of any other matter.

25. SEVERABILITY. If any provisions hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof including remaining default remedies shall be given effect in accordance with the manifest intent hereof.

26. LABELS. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on each item of Equipment.



**VEND LEASE  
COMPANY, INC.**

6101 FRANKFORD AVENUE

BALTIMORE, MD 21206

410-485-2244

1-88-VEND LEASE

(1-888-363-5327)

**LESSOR**

NAME AND ADDRESS OF LESSEE			SUPPLIER OF EQUIPMENT	
Michael P. Sprague T/A Midas Muffler 161 Shaffer Road DuBois, PA 15801			Stallion Automotive Equipment 1204 Memorial Blvd. Connellsville, PA 15425	
Equipment Location (If other than above)				
Description of Leased Property (include quantity, manufacturers, model numbers and serial numbers)				
QTY	Manufacturer	Description	Model #	Serial #
1	Acuu-Turn	Wheel Balancer	1200	0202-602644157
Above Equipment To Be Insured By Lessee				
SECURITY DEPOSIT (IF ANY)		\$ 219.40	TOTAL NUMBER OF RENT PAYMENTS	MONTHLY PAYMENT
ADDITIONAL PAYMENT REQUIRED		N/A		SALES/USE TAX
OTHER		N/A		TOTAL MONTHLY PAYMENT
				\$109.70

**ACCEPTANCE AND DELIVERY RECEIPT**

The undersigned hereby certifies that all the equipment described above is in accordance with the said Rental Agreement and has been delivered, inspected, installed, is in good working order, and accepted by us as satisfactory.

The undersigned agrees to look solely to the manufacturer or supplier of equipment respecting any claim, servicing or warranties, and expressly confirms that its obligation under the Equipment Lease are absolute and unconditional.

NAME OF LESSEE Michael P. Sprague T/A Midas Muffler

ACCEPTED BY Michael P. Sprague

PRINT Michael P. Sprague

TITLE Owner

(Indicate Corporate Officer, Partner, Owner, Etc.)

DATE  

**DELIVERY AND ACCEPTANCE COPY**



CONFIRMATION OF LEASE AGREEMENT & ACCEPTANCE OF EQUIPMENT

LEASE NAME: Midas Muffler

DATE CONTACTED: 6-28-02 TIME CONTACTED: 2:18pm

SPOKE TO (MUST BE GUARANTOR): Michael Sprague

TELEPHONE: 814-371-4720

Has all equipment been installed as promised and accepted as satisfactory? Wheel Balancer  
YES/NO & COMMENTS: O

Do you understand that this is a non-cancelable Lease Agreement and your payments are  
\$109.70 per month for 34 months?

YES/NO & COMMENTS: O

Is it OK for us to pay Hallion Automotive (Equipment Supplier)  
for this equipment?

YES/NO & COMMENTS: O

If everything is OK above:

Your First Payment is due: 8-10-02 EFT and your coupon book will be  
Arriving with the next few weeks. However, if you do not receive by this date, please  
contact Vend Lease.

The above information was recorded by the following on the above date at the above  
time:

Stephanie 6-28-02 2:18pm

Authorization for Automatic Payment Deduction  
Addendum to Lease Agreement # 7243

**Company Information**

Company Name Midas Auto Service Experts  
Address 161 Shaffer Rd.  
City Dubois State PA Zip Code 15801  
Authorized By Michael Sprague Telephone # 814 371 4720

**Bank Information:**

Bank Name County Natural Bank Branch Dubois  
Account Name Checking  
Account Number 1602424  
Bank Routing Number 031306278 (9 digits)

Checking Account or  Savings Account (✓ one)

**\*\*ATTACH A VOIDED CHECK OR A COPY OF A CHECK\*\***

Total monthly lease payment \$ 109.70 /month.

Total of (34) payments to be debited on the 10th of each month or the next business banking day after the 10th should the 10th fall on a weekend or bank holiday.

First payment will be debited on August 10, 2002 and shall continue for consecutive months until paid in full.

I (we) authorize Vend Lease Company, Inc. (Vend Lease) to initiate debit entries for the amount and term as stated above to the account indicated above and the bank/ financial company named above to debit the same to such account, and if necessary, credit or debit entries and adjustments for any entry made in error.

I (we) agree that if the debit entries under this authorization are returned for insufficient fund or otherwise dishonored, I (we) will immediately remit to Vend Lease the total monthly payment due, plus any applicable late charges/interest charges and a \$25.00 charge for each returned item as per lease agreement.

I (we) agree to immediately notify Vend Lease of the closure of the aforementioned account, if any, and immediately provide Vend Lease with all sufficient new account information.

I (we) agree that this agreement shall remain in effect for the entire term of the lease agreement and should Lessee terminate or breach this agreement, Vend Lease may deem this act as a default under lease agreement and Vend Lease shall have the option to exercise its rights under the "default" clause in the Lease Agreement.

Vend Lease may terminate this agreement at any time.

Signature X Michael P Sprague

Print Name Michael P Sprague

Date 6-26-2002

Title Owner

B



**VEND LEASE  
COMPANY, INC.**

BALTIMORE, MD 21206

410-485-2244

1-88-VEND LEASE

(1-888-363-5327)

**LESSOR**

LEASE NO.

ACCEPTED

BY

7723  
3/8/03

VEND LEASE COMPANY, INC.  
LESSOR

(Authorized Signature)

**NAME AND ADDRESS OF LESSEE**

Michael P. Sprague T/A Midas Auto Service Experts  
161 Shaffer Road  
DuBois, PA 15801

**SUPPLIER OF EQUIPMENT**

Stallion Automotive Equipment  
1202 Memorial Blvd.  
Connellsville, PA 15425

Equipment Location (If other than above)

**Description of Leased Property** (include quantity, manufacturers, model numbers and serial numbers)

QTY	Manufacturer	Description	Model #	Serial #
1	Aamco	Brake Lathe	4000	8946X 90900

**Above Equipment To Be Insured By Lessee**

SECURITY DEPOSIT (IF ANY)	\$ 284.93	TOTAL NUMBER OF RENT PAYMENTS	MONTHLY PAYMENT	\$134.40
ADDITIONAL PAYMENT REQUIRED	N/A		SALES/USE TAX	\$8.06
OTHER	N/A		TOTAL MONTHLY PAYMENT	\$142.46

**TERMS AND CONDITIONS OF LEASE**

1. In consideration of the rental payments set forth above, and the mutual covenants set forth below, the above-named Lessor hereby leases and the above-named Lessee hereby hires and takes for the term set forth in the Lease the personal property described above with all additions and attachments incorporated therein or affixed thereto (hereinafter referred to as "Equipment"). Each such Schedule hereof and made a part hereof, upon execution by the parties, shall be subject to the terms and conditions herein, and in such Schedule.

2. THE EQUIPMENT HAS BEEN SELECTED BY LESSEE AND PURCHASED BY LESSOR AT THE REQUEST OF LESSEE, AND LESSOR IS NOT THE MANUFACTURER OR THE MANUFACTURER'S AGENT. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE CONDITION, PERFORMANCE, DESIGN OR QUALITY THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE AGREES TO SETTLE ALL SUCH CLAIMS DIRECTLY WITH THE MANUFACTURER OR SUPPLIER AND SHALL NOT SET UP AGAINST ITS OBLIGATIONS HEREUNDER ANY SUCH CLAIMS AS A DEFENSE, COUNTERCLAIM, SET-OFF OR OTHERWISE. Lessee shall bear the entire risk of loss, damage or destruction of the Equipment from any cause whatsoever and no loss, damage, destruction or other event shall release Lessee from its unconditional obligation to pay the full amount of the Rent or from any other obligation under this Lease. Lessor shall not be liable for any direct, indirect, incidental or consequential damage to or loss resulting from the installation, operation or use of the Equipment or any products manufactured therewith.

3. The rent for Equipment shall be the amount designated above (hereinafter called "Rent"). Lessee hereby agrees to pay to Lessor at the address set forth above, or to

such other person and/or such other place as Lessor may from time to time designate in writing, said Rent, in the amounts and at the times set forth above, in immediately available U.S. funds. The obligation of the Lessee to pay Rent shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever, by reason of any past, present or future claims which Lessee may have against Lessor, the manufacturer of the Equipment or against any person for any reason whatsoever. Upon the failure of Lessee to pay any Rent or any other amount required to be paid hereunder, Lessee shall also pay, as additional Rent, a late charge computed as per Paragraph 17 (or such lesser maximum contractual rate as may be imposed by applicable law) on such delinquent payment from and including the due date to and including the date of receipt of such delinquent payment.

4. By execution hereof, the signer hereby certifies that he has read this Agreement consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Agreement on behalf of the LESSEE, and hereby acknowledges receipt of a copy of the Agreement. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE RENT PAYMENTS SET FORTH IN THIS AGREEMENT. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

(CONTINUED ON REVERSE)

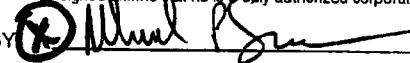
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**THIS IS A NON-CANCELLABLE LEASE FOR THE TERM HEREIN.**

DATE 2-21-03

LESSEE Michael P. Sprague T/A Midas Auto Service Experts

The undersigned affirms that he is a duly authorized corporate officer, partner, or proprietor of the above-named Lessee.

BY 

PRINT Michael P. Sprague

TITLE Owner

WITNESS \_\_\_\_\_

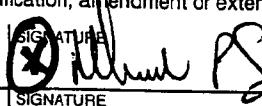
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**G U A R A N T Y**

In consideration of the Lessor leasing to the Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned guarantees payment and performance of all the covenants and conditions of the above lease by the Lessee and in the event of default, hereby waives notice or any modification, amendment or extension thereof.

WITNESS

SIGNATURE

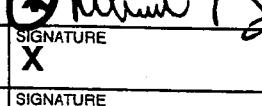
  
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PRINT

Michael P. Sprague

WITNESS

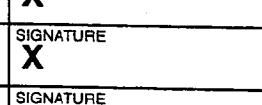
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WITNESS

SIGNATURE

  
X

PRINT

5. Lessee shall inspect the Equipment upon delivery and simultaneously therewith, Lessee shall deliver to Lessor a certificate of acceptance in form acceptable to Lessor or written notice of non-acceptance specifying the reasons for non-acceptance. Issuance by Lessee of a certificate of acceptance shall be conclusive presumption as between Lessor and Lessee that the Equipment has been delivered, installed, inspected and found to be in good condition and repair, that Lessee is satisfied with and has accepted the Equipment, and for such other matters as are covered in said certificate, which certificate shall, upon its execution by Lessee, become an integral part of this Lease.

6. INSERTIONS. Lessee hereby authorizes Lessor to insert in this lease the serial numbers and other identification data of the equipment when determined by Lessor.

7. FILING. Lessee agrees that Lessor is authorized, at its option, to file financing statement(s) or amendments thereto without the signature of Lessee with respect to any or all of the leased property or if a signature is required by law, then Lessee appoints Lessor as Lessee's attorney-in-fact to execute any such financing statement(s) and further agrees to reimburse Lessor for the expense of any such filing(s).

8. TITLE. All Equipment is, and shall at all times be and remain, the sole and exclusive personal property of LESSOR; and the LESSEE shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Without the prior written consent of the LESSOR, LESSEE shall not sell, assign, pledge, hypothecate or otherwise dispose of this Lease or the Equipment or any item nor shall the LESSEE sublet or lend the Equipment or any item.

9. TAXES. LESSEE shall keep the Equipment free and clear of all levies, liens, and encumbrances and shall pay ALL license fees, registration fees, assessments, charges and taxes (federal, municipal and state) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment. If LESSEE fails to pay any said fees, assessments, charges or taxes, LESSOR shall have the right, but shall not be obligated, to pay the same. In that event, the cost thereof shall be repayable to LESSOR with the next payment of rent, and failure to repay the same shall carry with it the same consequence, including interest at the highest contract rate as failure to make any payment of rent.

9A. PERSONAL PROPERTY TAXES. Lessee acknowledges that Lessor is owner of aforesaid equipment and, as such owner, Lessor is responsible to pay Personal Property Tax on equipment. Lessee, however, agrees to reimburse Lessor in full for Personal Property Tax paid by Lessor, as well as any reasonable associated processing fees with the next payment of rent, and failure to repay the same shall carry with it the same consequence, including interest at the highest contract rate, as failure to make any payment of rent.

10. INDEMNITY. Lessee does hereby agree to indemnify and hold Lessor harmless against all claims, loss, liability and expense (including attorney's fees) resulting from any loss or damage to the equipment and for injuries to, or deaths of persons, and damage to property, however arising, directly or indirectly, from or incident to the use, operation or storage of the equipment, and whether such injury or death to persons be of agents or employees of Lessee or of third parties; it being specifically agreed to and acknowledged by Lessee that the foregoing provision includes but is not limited to all claims, loss, liability and expense (including attorney's fees) occurring, by reason of any negligence (active or passive), omission, or other act or conduct of Lessor or any third party acting for or on behalf of Lessor.

11. LOSS AND DAMAGE. LESSEE hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of LESSEE under this Lease whatever to any item of Equipment. LESSEE at the option of LESSOR shall: (a) place the same in good repair, condition and working order, or (b) replace the same with like Equipment in good repair, condition and working order, or (c) on request by LESSOR pay to LESSOR an amount equal to ten percent (10%) of the total rental agreed to be paid for the initial term plus, if any of the foregoing events occur during the initial term, the then unpaid balance of such total rental. If the Equipment includes separate items only some of which have been so damaged or destroyed, the amount payable under the foregoing clause (1) shall be computed on the basis of that portion of the total rental applicable to such items as may be reasonably determined by LESSOR. Upon such payment LESSOR will release title to the LESSEE of the items involved.

LESSEE SHALL CARRY INSURANCE in an amount at least equal to the total cost of the Equipment against loss or damage by fire, theft and other losses customarily covered by insurance and will furnish LESSOR with a certificate or certificates of such insurance with a loss payable endorsement to LESSOR.

In addition, Lessee agrees to provide, pay for and maintain public liability and property damage insurance protecting the interests of Lessor and Lessee against liability for damages for personal injury or death caused by the Equipment to the extent of Five Hundred Thousand Dollars. (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and Fifty Thousand Dollars (\$50,000.00) for property damage in each accident. Without relieving LESSEE from its contractual obligation to maintain such insurance or from its liability for failure to do so, it is agreed that in the event of such failure, or if such insurance proves to be inadequate to pay in full any loss, damage, claim, suit, action or liability of or against LESSOR and relating to the Equipment or arising out of its ownership, possession, maintenance, operation or use, the LESSEE, in any such event, hereby indemnifies and agrees to save LESSOR harmless against and from any such loss, damage, claim, suit, action or liability whatsoever.

Should LESSEE fail to purchase insurance as provided for in the Lease and provide LESSOR with evidence of same, in the form of either a policy naming LESSOR as loss payee or a binder or certificate reflecting LESSOR's interest within sixty days of the date hereof, LESSOR shall have the right to purchase insurance as called for hereunder for the full term of this Lease and shall have the right to bill LESSEE for the full amount of premiums for said insurance as additional rent hereunder.

12. Lessee agrees to keep the Equipment in good condition and to make all necessary repairs and maintenance thereto without expense to Lessor. The Equipment will be used by Lessee in a careful manner for its intended use and in accordance with all applicable laws and regulations and will be kept at the location specified (unless the Equipment is mobile or normally used in more than one location in the conduct of Lessee's business) and shall not be removed from said location without the prior written consent of Lessor. Lessor shall have the right during regular business hours to enter upon any premises where the Equipment is located for the purpose of inspecting and observing its use. Lessee shall make no alterations, additions or improvements to said Equipment without the prior written consent of Lessor. Furthermore any alterations, additions, or improvements made to said Equipment shall become the property of the Lessor.

13. Upon expiration of the term or upon earlier termination of this Lease, Lessee shall return the Equipment in good repair, condition and working order, ordinary wear and tear resulting from normal use excepted, at its own expense by delivering the same to a location specified by Lessor which is within the state wherein the Equipment was delivered or wherein the Equipment was located at such expiration or termination (if a change of location was made with consent of Lessor as provided herein) or, at Lessee's expense, by loading the Equipment on such carrier as Lessor shall specify and by shipping the same, freight collect, to the destination specified by Lessor. In the event repairs are necessary, Lessee shall do so at its own expense paying Lessor a reasonable rent for the period of time reasonably necessary to accomplish such repair beyond the termination date.

14. Lessee agrees to make a security deposit in the amount, if any set forth in the lease, prior to the date of delivery, which security deposit Lessor may commingle freely with other monies in its possession; however, at any time upon request of Lessee, Lessor shall provide Lessee a statement as to sums presently on deposit. Lessor may, at its election, use any portion of the security deposit to satisfy any of Lessee's obligations hereunder including but not limited to the payment of Rent when due, the reimbursement to Lessor of any sums paid by Lessor which under the terms of this Lease are the obligation of Lessee, and the repair of Equipment upon expiration of the term of said Lease. If, during the term of this Lease, it is necessary for Lessor to make payments on behalf of Lessee to satisfy any of Lessee's obligations hereunder, Lessee shall repay the amount of such payment plus a

late charge in an amount equal to 5% per month of the amount in default (or such other maximum under applicable law) to the security deposit on demand but in no event later than the next Rent payment due date. Lessor shall credit that amount to the security deposit in Lessee's name. Upon termination of the Lease term, after Lessor or its agent has inspected the Equipment, Lessor will either make full payment to Lessee of the security deposit without interest or pay to Lessee such sums as remain credited said security deposit after Lessor has fulfilled Lessee's obligation to return the Equipment in the manner specified by Paragraph 13 hereof; a statement of the actual cost of such repairs or other necessary maintenance or parts shall accompany any such payment.

15. ASSIGNMENT. Lessor may assign this lease and its assignee may assign the same. Lessee recognizes that all rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this lease, to the rentals herein provided to be paid, and in said equipment shall be free from all defenses, setoffs or counterclaims of any kind which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this lease or any interest herein or sublet said equipment without the prior written consent of Lessor. Any assignment, mortgage, hypothecation or sublease by Lessee without such consent shall be void.

16. DEFAULT. In the event Lessee shall default in the payment of any rent, additional rent or any other sums due hereunder for a period of ten (10) days or in the event of any default or breach of the terms and conditions of the lease, or any other lease between the parties hereto or if any execution or other writ or process shall be issued in any action or proceeding, against Lessee, whereby the equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or its property, or if Lessee shall enter into an agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of Lessee's affairs shall so change as to, in Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in the event the Lessor shall have the right to: (i) retake immediate possession of its equipment without any Court Order or other process of law and for such purpose. Lessor may enter upon any premises where the equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by Lessee. Lessor may, at its option sell the equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Lessee shall be liable for arrears of rent, if any, the expense of taking possession and the removal of the equipment including landlord claims to repair damage as a result of installation, operation or removal of equipment or claims by Landlord to restore location to original condition prior to equipment installation, court costs, in addition to the balance of the rentals provided for herein, or in any renewal hereof, less the net proceeds of the sale of the equipment, if any after deducting all costs of taking, storage, repair and sale and attorney's fees of twenty percent (20%) of the balance due on this Lease at the time it is placed with an attorney, if allowed by law; and/or (ii) accelerate the balance of rentals payable hereunder, thereby requiring prepayment of this lease, with all such rentals due and payable foreseen upon such notice of acceleration and demand for payment. Should Lessee fail to make such payment after this notice and demand, Lessor shall be entitled to institute appropriate legal proceedings against Lessee with Lessee being responsible for said rentals, court costs and attorney's fee of twenty percent (20%) of said balance of said rentals payable. The dual rights granted Lessor herein, shall be cumulative, and action upon one shall not be deemed to constitute an election or waiver of any other right of action, hereunder or under applicable law. All sums due under the calculations above shall become immediately due and payable and are to be construed as liquidated damages rather than a penalty provision. Lessee shall remain and be liable for the return of the equipment and any loss of, destruction or injury to the equipment, in the same manner as herein provided. LESSEE HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS ARISING HEREUNDER.

17. LATE CHARGES AND INTEREST. In the event Lessee shall default in the payment of any rent, additional rent or any other sums due hereunder for a period of ten (10) days, Lessee promises to pay: (i) a late charge to Lessor or its assigns not later than one month thereafter, in an amount calculated at the rate of five cents per one dollar of each such delayed payment and (ii) interest to Lessor upon each delayed payment calculated at the rate of one and one-half percent (1-1/2%) per month, or any part thereof, commencing one month after the due date of the first delayed payment. The late charge and/or the interest payment set forth in this paragraph shall apply only when permitted by law and, if not permitted by law the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction. In the event any check delivered to Lessor for any payment hereunder is returned to Lessor unpaid, Lessee shall pay Lessor an additional charge of \$25.00 per returned check for the extra handling of Lessor involved, in addition to any actual additional expenses as provided in the sentences preceding.

18. CAUSES BEYOND LESSOR'S CONTROL. Lessor shall not be responsible for any failure or delay in delivering equipment or in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction, acts of God or any other cause beyond Lessor's control. In no event shall Lessor be liable for any loss of profits, inconvenience or other consequential damages due to any theft, damage, loss, defect or failure of the leased equipment or due to the time consumed in recovering, repairing, servicing or replacing same and there shall be no abatement or apportionment of rental during such time.

19. WAIVERS. Lessee explicitly waives any and all rights under Section 508(5) and Section 303 of Article 2A of the Uniform Commercial Code (UCC).

20. DOCUMENTATION FEE. Lessee agrees to pay Lessor a one-time Documentation Fee at the inception of Lease to cover Lessor's costs involved with originating such Lease.

21. CONSTRUCTION: SEVERABILITY. The parties agree that if any provision contained in this lease is capable of two constructions, one of which would render the provision invalid and the other of which would render such provision valid, then such provision shall be construed so as to render it valid. The parties further agree that each and every provision of this lease, is separate and severable. Accordingly, in the event any particular provision in this lease shall be declared unenforceable by a court of competent jurisdiction, then the parties agree that any and all other provisions in this lease shall be valid and subsisting, as though the parties had executed a further agreement excluding the particular provision(s) or condition(s) declared to be unenforceable.

22. GOVERNING LAW & JURISDICTION. This Lease shall be construed, enforced and governed by the laws of the State of Maryland without any conflict of laws. The parties further agree that any litigation arising from a dispute related to this Lease or any of its terms or condition, shall be tried in the courts of the State of Maryland and that all parties consent to jurisdiction therein.

23. TITLES AND SECTION NUMBERS. The titles and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of sections of this lease nor in any way affect this lease.

24. EXECUTION, ENTIRE AGREEMENT, WAIVER. The lease is not binding on Lessor until executed by an authorized officer of Lessor. It is specifically understood and agreed that all understandings and agreements heretofore had between the parties hereto relative to this lease are merged in this agreement which contains the entire agreement and understanding of the parties hereto, and neither party relies upon any other statement or representation. This agreement may not be modified or cancelled except by an instrument in writing and signed by both parties hereto. No supplier, agent or salesman of Lessor is authorized to bind Lessor or to waive or modify any term hereof. No waiver by Lessor of any provision hereof shall constitute a waiver of any other matter.

25. SEVERABILITY. If any provisions hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof including remaining default remedies shall be given effect in accordance with the manifest intent hereof.

26. LABELS. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on each item of Equipment.



**VEND LEASE  
COMPANY, INC.**

10041 HARVEY COLD AVENUE

BALTIMORE, MD 21206

410-485-2244

1-88-VEND LEASE

(1-888-363-5327)

**LESSOR**

NAME AND ADDRESS OF LESSEE		SUPPLIER OF EQUIPMENT	
Michael P. Sprague T/A Midas Auto Service Experts 161 Shaffer Road DuBois, PA 15801		Stallion Automotive Equipment 1202 Memorial Blvd. Connellsville, PA 15425	
Equipment Location (If other than above)			
Description of Leased Property (Include quantity, manufacturers, model numbers and serial numbers)			
<b>QTY</b>	<b>Manufacturer</b>	<b>Description</b>	<b>Model #</b>
1	Aamco	Brake Lathe	4000
Serial #			
69417			
Above Equipment To Be Insured By Lessee			
SECURITY DEPOSIT (IF ANY)		\$ <b>284.93</b> TOTAL NUMBER OF RENT PAYMENTS 34	
ADDITIONAL PAYMENT REQUIRED		N/A MONTHLY PAYMENT \$134.40	
OTHER		N/A SALES/USE TAX \$8.06	
		TOTAL MONTHLY PAYMENT \$142.46	

**ACCEPTANCE AND DELIVERY RECEIPT**

The undersigned hereby certifies that all the equipment described above is in accordance with the said Rental Agreement and has been delivered, inspected, installed, is in good working order, and accepted by us as satisfactory.

The undersigned agrees to look solely to the manufacturer or supplier of equipment respecting any claim, servicing or warranties, and expressly confirms that its obligation under the Equipment Lease are absolute and unconditional.

NAME OF LESSEE Michael P. Sprague T/A Midas Auto Service Experts

ACCEPTED BY Michael PS

PRINT Michael P. Sprague

TITLE Owner

(Indicate Corporate Officer, Partner, Owner, Etc.)

DATE 2-21-03



CONFIRMATION OF LEASE AGREEMENT & ACCEPTANCE OF EQUIPMENT

LEASE NAME: Midas Auto Service

DATE CONTACTED: 12/12/03 TIME CONTACTED: 3:45 pm

SPOKE TO (MUST BE GUARANTOR): Michael Sprague

TELEPHONE: 814-371-4720

Has all equipment been installed as promised and accepted as satisfactory?

YES NO & COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

Do you understand that this is a non-cancelable Lease Agreement and your payments are

\$ 142.46 per month for 34 months?

YES NO & COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

Is it OK for us to pay Stallion Automotive (Equipment Supplier)  
for this equipment?

YES NO & COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

If everything is OK above:

Your First Payment is due: 3/10/03 EFT and your coupon book will be  
Arriving with the next few weeks. However, if you do not receive by this date, please  
contact Vend Lease.

The above information was recorded by the following on the above date at the above  
time:

Rob

**Authorization for Automatic Payment Deduction**  
**Addendum to Lease Agreement # 7723**

**Company Information**

Company Name Midas Auto Service Experts

Address 161 Shaffer Road

City DuBois State PA Zip Code 15801

Authorized By Michael P. Sprague Telephone # 814-371-4720

**Bank Information:**

Bank Name County National Bank Bank Branch DuBois

Account Name Midas Auto Service Experts

Account Number 1602424

Bank Routing Number 0 3 1 3 0 6 2 7 8 (9 digits)

Checking Account or  Savings Account ( one)

***\*\*ATTACH A VOIDED CHECK OR A COPY OF A CHECK\*\****

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Total monthly lease payment **\$ 142.46/month.**

Total of **34** payments to be debited on the 10th of each month or the next business banking day after the 10th should the 10th fall on a weekend or bank holiday.

First payment will be debited on **March 10, 2003** and shall continue for consecutive months until paid in full.

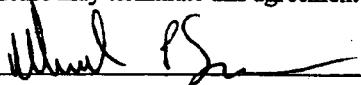
I (we) authorize Vend Lease Company, Inc. (Vend Lease) to initiate debit entries for the amount and term as stated above to the account indicated above and the bank/ financial company named above to debit the same to such account, and if necessary, credit or debit entries and adjustments for any entry made in error.

I (we) agree that if the debit entries under this authorization are returned for insufficient fund or otherwise dishonored, I (we) will immediately remit to Vend Lease the total monthly payment due, plus any applicable late charges/interest charges and a \$25.00 charge for each returned item as per lease agreement.

I (we) agree to immediately notify Vend Lease of the closure of the aforementioned account, if any, and immediately provide Vend Lease with all sufficient new account information.

I (we) agree that this agreement shall remain in effect for the entire term of the lease agreement and should Lessee terminate or breach this agreement, Vend Lease may deem this act as a default under lease agreement and Vend Lease shall have the option to exercise its rights under the "default" clause in the Lease Agreement.

Vend Lease may terminate this agreement at any time.

Signature X 

Date 2-21-03

Print Name Michael P. Sprague

Title Owner

**SALTZ POLISHER, P.C.**

BY: **Everett K. Sheintoch, Esquire**  
**Joel S. Todd, Esquire**  
**Attorney I.D. No. 51507/62334**  
**993 Old Eagle School Road, Suite 412**  
**Wayne, PA 19087**  
**(610) 964-3333**

**Attorney for Plaintiff**  
**Vend Lease Company, Inc.**

<b>VEND LEASE COMPANY, INC.</b>	:	<b>COURT OF COMMON PLEAS</b>
<b>6424 Frankford Avenue</b>	:	<b>CLEARFIELD COUNTY, PA</b>
<b>Baltimore, Maryland 21206</b>	:	
<b>Plaintiff,</b>	:	<b>CIVIL ACTION – LAW</b>
<b>v.</b>	:	
<b>MICHAEL P. SPRAGUE, Individually</b>	:	<b>NO. 04-1552-CD</b>
<b>and f/t/a</b>	:	
<b>MIDAS AUTO SERVICE EXPERTS</b>	:	
<b>421 S. Brady Street</b>	:	
<b>DuBois, PA 15801,</b>	:	
<b>Defendant.</b>	:	

**FILED**

0 10:53 AM *Robert D. Stutts Atty*

JAN 28 2005

**William A. Shaw**  
**Prothonotary**

**NOTICE**

PURSUANT TO RULE 236 OF THE SUPREME COURT OF PENNSYLVANIA, YOU ARE HEREBY NOTIFIED THAT JUDGMENT HAS BEEN ENTERED AGAINST YOU IN THE ABOVE PROCEEDING AS INDICATED BELOW.

**PROTHONOTARY**

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY: EVERETT K. SHEINTOCH, ESQUIRE AT THIS TELEPHONE NUMBER:  
(610) 964-3333.

**SALTZ POLISHER, P.C.**

**BY: Everett K. Sheintoch, Esquire  
Joel S. Todd, Esquire  
Attorney I.D. No. 51507/62334  
993 Old Eagle School Road, Suite 412  
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**Attorney for Plaintiff  
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<b>Plaintiff,</b>	<b>:</b>	<b>CIVIL ACTION – LAW</b>
<b>v.</b>	<b>:</b>	
	<b>:</b>	<b>NO. 04-1552-CD</b>
<b>MICHAEL P. SPRAGUE, Individually</b>	<b>:</b>	
<b>and f/t/a</b>	<b>:</b>	
<b>MIDAS AUTO SERVICE EXPERTS</b>	<b>:</b>	
<b>421 S. Brady Street</b>	<b>:</b>	
<b>DuBois, PA 15801,</b>	<b>:</b>	
	<b>:</b>	
<b>Defendant.</b>	<b>:</b>	

**PRAECIPE FOR DEFAULT JUDGMENT**

Please enter a judgment by default in favor of Plaintiff Vend Lease Company, Inc. and against Defendant Michael P. Sprague, individually and f/t/a Midas Auto Service Experts. The Defendant was served with the Complaint on **October 18, 2004**. A true and correct copy of the Return of Service is attached hereto as Exhibit "A". Defendant's Answer was due twenty days thereafter on **November 7, 2004**.

Attached as Exhibit "B" is Plaintiff's Notice of Intention to File Praecipe for Entry of Default Judgment under Pennsylvania Rule of Civil Procedure 237.1 (dated **November 16, 2004**) which was transmitted via First Class Mail, postage prepaid, and Certified Mail, addressed to the Defendant at its last known addresses in DuBois, PA.

Please assess damages in the amount of \$5,906.63 plus interest and costs.

**I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR A  
SPECIFIED AMOUNT ALLEGED TO BE DUE IN THE COMPLAINT AND IS  
CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

SALTZ POLISHER P.C.

  
\_\_\_\_\_  
By: Everett K. Sheintoch, Esquire  
Attorney for Plaintiff

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_ 2005, JUDGMENT IS  
ENTERED IN FAVOR OF THE SAID PLAINTIFF, Saltz Polisher P.C. and against Defendant  
Michael P. Sprague, individually and f/t/a Midas Auto Service Experts. by default for want of  
an Answer, and damages are assessed in the amount of \$5,906.63 as per the above-  
certification.

\_\_\_\_\_  
Prothonotary

**SALTZ POLISHER, P.C.**

BY: **Everett K. Sheintoch, Esquire**  
**Joel S. Todd, Esquire**  
**Attorney I.D. No. 51507/62334**  
**993 Old Eagle School Road, Suite 412**  
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**(610) 964-3333**

**Attorney for Plaintiff**  
**Vend Lease Company, Inc.**

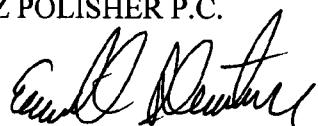
<b>VEND LEASE COMPANY, INC.</b>	:	<b>COURT OF COMMON PLEAS</b>
<b>6424 Frankford Avenue</b>	:	<b>CLEARFIELD COUNTY, PA</b>
<b>Baltimore, Maryland 21206</b>	:	
<b>Plaintiff,</b>	:	<b>CIVIL ACTION – LAW</b>
<b>v.</b>	:	
	:	<b>NO. 04-1552-CD</b>
<b>MICHAEL P. SPRAGUE, Individually</b>	:	
<b>and f/t/a</b>	:	
<b>MIDAS AUTO SERVICE EXPERTS</b>	:	
<b>421 S. Brady Street</b>	:	
<b>DuBois, PA 15801,</b>	:	
	:	
<b>Defendant.</b>	:	

**AFFIDAVIT OF NON-MILITARY SERVICE AND LAST KNOWN ADDRESS**

I, Everett K. Sheintoch, Esquire, of full age, being duly sworn according to law, upon my oath, depose and say that I am the attorney for Plaintiff, that I am authorized to make this Affidavit on behalf of the Plaintiff; that the last known local address of Defendant Michael P. Sprague, Individually and f/t/a Midas Auto Service Experts, 161 Shaffer Road, DuBois, PA 15801; his place of employment and that therefore said Defendant is not in the military service of the United States, nor any other State or Territory thereof or its allies as defined in the Soldier's and Sailor's Civil Relief Act of 1940, and the Amendments thereto.

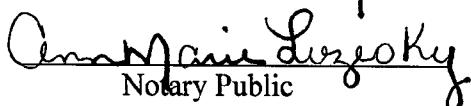
SALTZ POLISHER P.C.

By:

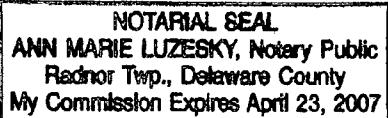


Everett K. Sheintoch, Esquire  
Attorney for Plaintiff

Sworn to and Subscribed before me  
this 18<sup>th</sup> day of January, 2005.



Ann Marie Luzesky  
Notary Public



A

In The Court of Common Pleas of Clearfield County, Pennsylvania

VEND LEASE COMPANY, INC.

VS.

SPRAGUE, MICHZEL P. ind & f/t/a MIDAS AUTO SERVICE EXPERTS

COMPLAINT

Sheriff Docket # 16410

04-1552-CD

*COPY*

**SHERIFF RETURNS**

NOW OCTOBER 18, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON MICHAEL P. SPRAGUE ind & f/t/a MIDAS AUTO SERVICE EXPERTS, DEFENDANT AT EMPLOYMENT, 421 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL P. SPRAGUE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DEHAVEN/COUDRIET

---

**Return Costs**

Cost	Description
32.25	SHERIFF HAWKINS PAID BY: ATTY CK# 6886
10.00	SURCHARGE PAID BY: ATTY CK# 6885

---

Sworn to Before Me This

So Answers,

\_\_\_\_ Day Of \_\_\_\_\_ 2004

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

Date: 10/06/2004

**Clearfield County Court of Common Pleas**

NO. 1887898

Time: 11:14 AM

**Receipt**

Page 1 of 1

Received of: Sheintoch, Everett K. Esq (attorney for Vend Lease

\$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2004-01552-CD	Litigant: Vend Lease Company, Inc. vs. Michael P. Sprague	Amount
Civil Complaint		85.00
<b>Total:</b>		<b>85.00</b>

Check: 6887

Payment Method: Check

William A. Shaw, Prothonotary/Clerk of Courts

Amount Tendered: 85.00

By:

Clerk: BANDERSON

Duplicate

Deputy Clerk

B

SALTZ POLISHER P.C.  
By: Everett K. Sheintoch, Esquire  
    Joel S. Todd, Esquire  
Attorney I.D. Nos.: 51507/62334  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

Attorneys for Plaintiff  
Vend Lease Company, Inc.

<b>VEND LEASE COMPANY, INC.</b>	:	<b>COURT OF COMMON PLEAS</b>
	:	<b>CLEARFIELD COUNTY, PA</b>
	:	
<b>Plaintiff,</b>	:	<b>CIVIL ACTION - LAW</b>
	:	
<b>v.</b>	:	
	:	
<b>MICHAEL P. SPRAGUE, Individually</b>	:	<b>NO. 04-1552-CD</b>
and f/t/a	:	
<b>MIDAS AUTO SERVICE EXPERTS,</b>	:	
	:	
<b>Defendant.</b>	:	

To: Michael P. Sprague, Individually  
and f/t/a Midas Auto Service Experts  
421 S. Brady Street  
DuBois, PA 15801

Date: November 16, 2004

**NOTICE - RULE 237.1**  
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCE FEE OR NO FEE.

**COURT ADMINISTRATOR**  
**Clearfield County Courthouse**  
**Clearfield, PA 16830**  
**(814) 765-2641, ext. 51**

**SALTZ POLISHER P.C.**

By:   
Everett K. Sheintoch, Esquire  
Joel S. Todd, Esquire

Attorneys for Plaintiff  
Vend Lease Company, Inc.

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

Vend Lease Company, Inc.  
Plaintiff(s)

No.: 2004-01552-CD

Real Debt: \$5,906.63

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Michael P. Sprague  
Midas Auto Service Experts  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 28, 2005

Expires: January 28, 2010

Certified from the record this 28th day of January, 2005

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

SALTZ POLISHER P.C.  
By: Everett K. Sheintoch, Esquire  
Joel S. Todd, Esquire  
Attorney I.D. Nos.: 51507/62334  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

Attorneys for Plaintiff  
Vend Lease Company, Inc.

FILED *ICC & 9 Writs*  
*M/12:54674 (plus 9 writs)*  
*JUN 23 2005 packages)*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*144 pd.*  
*60 20.00*

VEND LEASE COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PA
Plaintiff,	:	CIVIL ACTION - LAW
v.	:	
MICHAEL P. SPRAGUE, Individually	:	NO. 04-1552-CD
and f/t/a	:	
MIDAS AUTO SERVICE EXPERTS,	:	
Defendant.	:	

**PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)**  
**P.R.C.P. 3101 to 3419**

To the Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

- (1) Directed to the Sheriff of Clearfield County, Penna.;
- (2) against Michael P. Sprague, 158 North Pancoast Road, Falls Creek, PA 15840 and Michael P. Sprague, Midas Auto Services, 421 S. Brady Street, DuBois, PA 15801 Defendant(s);
- (3) and against Timberland Federal Credit Union, 821 Beaver Drive, DuBois, PA 15801 and First Commonwealth Bank, 5 North Main Street, DuBois, PA 15801
- (4) and index this writ
  - (a) against Michael P. Sprague Defendant(s) and
  - (b) against Timberland Federal Credit Union and First Commonwealth Bank Garnishee(s) and

As a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (Attach Description of Property)

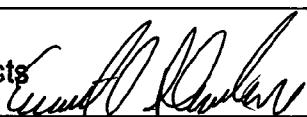
## P.R.C.P. 2958

Date Judgment Entered January 28, 2005Was Judgment By Confession or Default? DefaultDate Affidavit of Mailing Filed Notice of Judgment was served on January 28, 2005 and March 10, 2005 on both defendants(5) Amount Due \$5,906.63Interest from January 29, 2005

Plus costs per endorsement hereon

6 120.00125.00 Prothonotary costs

Dated



Attorney for Plaintiff(s)

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

Vend Lease Company, Inc.

Vs.

NO.: 2004-01552-CD

Michael P. Sprague, Individually and f/t/a  
Midas Auto Service Experts

 COPY

Timberland Federal Credit Union and First Commonwealth Bank  
Garnishees

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due VEND LEASE COMPANY, INC., Plaintiff(s) from MICHAEL P. SPRAGUE, Individually and f/t/a MIDAS AUTO SERVICE EXPERTS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Timberland Federal Credit Union and First Commonwealth Bank  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$5,906.63  
INTEREST from January 29, 2005  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 06/23/2005

PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Everett K. Sheintoch, Esq.  
993 Old Eagle School Rd., Ste. 412  
Wayne, PA 19087  
(610) 964-3333

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 04-1552-CD

VEND LEASE COMPANY, INC.,  
Plaintiff,  
v.

MICHAEL P. SPRAGUE, Individually

and f/t/a

MIKE'S AUTO SERVICE

f/k/a

MIDAS AUTO SERVICES EXPERTS,  
Defendant.

and

TIMBERLAND FEDERAL CREDIT UNION

and

FIRST COMMONWEALTH BANK,  
Garnishees.

**WRIT OF EXECUTION  
(MONEY JUDGMENT)**

**SALTZ POLISHER P.C.**

*Everett K. Sheintoch* C. Trulog

By:

\_\_\_\_\_  
Everett K. Sheintoch, Esquire  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

**ADDRESSES FOR SERVICE:**

Defendant:

Michael P. Sprague  
158 North Pancoast Road  
Falls Creek, PA 15840

And

Michael P. Sprague  
c/o Midas Auto Services  
421 S. Brady Street  
DuBois, PA 15801

Garnishees:

Timberland Federal Credit Union  
821 Beaver Drive  
DuBois, PA 15801

And

First Commonwealth Bank  
5 North Main Street  
DuBois, PA 15801

SALTZ POLISHER P.C.  
By: Everett K. Sheintoch, Esquire  
    Joel S. Todd, Esquire  
Attorney I.D. Nos.: 51507/62334  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

Attorneys for Plaintiff  
Vend Lease Company, Inc.

VEND LEASE COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PA
	:	
Plaintiff,	:	CIVIL ACTION - LAW
v.	:	
	:	
MICHAEL P. SPRAGUE, Individually	:	NO. 04-1552-CD
and f/t/a	:	
MIDAS AUTO SERVICE EXPERTS,	:	
	:	
Defendant.	:	

**WRIT OF EXECUTION**  
**NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exceptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 51

SALTZ POLISHER P.C.  
By: Everett K. Sheintoch, Esquire  
    Joel S. Todd, Esquire  
    Attorney I.D. Nos.: 51507/62334  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

Attorneys for Plaintiff  
Vend Lease Company, Inc.

VEND LEASE COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PA
Plaintiff,	:	CIVIL ACTION – LAW
v.	:	NO. 04-1552-CD
MICHAEL P. SPRAGUE, Individually	:	
and f/t/a	:	
MIDAS AUTO SERVICE EXPERTS,	:	
Defendant.	:	

#### CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon.
  - (a) I desire that my \$300 statutory exemption be (i) set aside if kind (specify property to be set aside in kind):  
\_\_\_\_\_  
 (ii) I claim the following exemption (specify property and basis of exemption)  
\_\_\_\_\_.
- (2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: [ ] in cash; [ ] in kind (specify property): \_\_\_\_\_;

(b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_;

(c) other (specify amount and basis of exemption): \_\_\_\_\_.

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_, \_\_\_\_\_.  
(Address) (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_  
(Defendant)

THIS CLAIM TO BE FILED WITH  
CLEARFIELD COUNTY SHERIFF'S OFFICE  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641

SALTZ POLISHER P.C.  
By: Everett K. Sheintoch, Esquire  
    Joel S. Todd, Esquire  
Attorney I.D. Nos.: 51507/62334  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

Attorneys for Plaintiff  
Vend Lease Company, Inc.

VEND LEASE COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PA
	:	
Plaintiff,	:	CIVIL ACTION – LAW
v.	:	
	:	NO. 04-1552-CD
MICHAEL P. SPRAGUE, Individually	:	
and f/t/a	:	
MIDAS AUTO SERVICE EXPERTS,	:	
	:	
<u>Defendant.</u>	:	

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300 statutory exemption.
2. Bibles, school books, sewing machines, uniforms, and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

TO: SHERIFF  
CLEARFIELD COUNTY

Sir.-There will be placed in your hands for service a Writ of Execution, Styled as follows:

**VEND LEASE COMPANY, INC., Plaintiff**

v.

**MICHAEL P. SPRAGUE, Defendant**

And

**TIMBERLAND FEDERAL CREDIT UNION and FIRST COMMONWEALTH BANK,**  
**Garnishees**

No. 04-1522-CD

**Instructions**

It Writ of Execution, state what shall be seized and levied upon, and in what order. If Real Estate, attach copies of descriptions together with location or premises. In all services give information as to parties to be served with addresses etc.

**WAIVER OF WATCHMAN** – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Additional costs shall be advanced when Sheriff is ordered to proceed to sale.



Everett K. Sheintoch, Esquire  
Saltz Polisher P.C.  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333  
(610) 964-3334 (facsimile)  
Attorney for Plaintiff

**ORDER FOR SERVICE**

DATE JUNE 3, 2005

PROTHY NO. 04-1522-CD

TO: SHERIFF OF CLEARFIELD COUNTY

FROM: Everett K. Sheintoch, Esquire  
Saltz Polisher PC  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333  
(610) 964-3334 (facsimile) X WRIT AND OR (execution for levy)  
ASSUMPSIT  
TRESPASS  
EQUITY  
DIVORCE

Vend Lease Company, Inc.

Plaintiff,

vs.

Michael P. Sprague,

Defendant,

And

Timberland Federal Credit Union and First Commonwealth Bank  
Garnishees.

SERVE AT: (If R.D. Address must include specific instructions, also must have Apt. Number and Apt. Bldg. Number)

PERSON TO BE SERVED: TIMBERLAND FEDERAL CREDIT UNION

STREET: 821 Beaver Drive

POST OFFICE: DuBois, PA 15801

AND

PERSON TO BE SERVED: FIRST COMMONWEALTH BANK

STREET: 5 North Main Street

POST OFFICE: DuBois, PA 15801

**GARNISH:** any and all checking, savings, money market or any other account of any kind or sort located at **Timberland Federal Credit Union, 821 Beaver Drive, DuBois, PA 15801** and **First Commonwealth Bank, 5 North Main Street, DuBois, PA 15801**, in the name of *Michael Sprague*.

SERVICE WAS NOT MADE BECAUSE

TO: SHERIFF  
CLEARFIELD COUNTY

Sir.-There will be placed in your hands for service a Writ of Execution, Styled as follows:

**VEND LEASE COMPANY, INC., Plaintiff**

v.

**MICHAEL P. SPRAGUE, Defendant**

And

**TIMBERLAND FEDERAL CREDIT UNION and FIRST COMMONWEALTH BANK,  
Garnishees**

No. 04-1522-CD

**Instructions**

It Writ of Execution, state what shall be seized and levied upon, and in what order. If Real Estate, attach copies of descriptions together with location or premises. In all services give information as to parties to be served with addresses etc.

**GARNISH:** any and all checking, savings, money market or any other account of any kind or sort located at **Timberland Federal Credit Union, 821 Beaver Drive, DuBois, PA 15801** and **First Commonwealth Bank, 5 North Main Street, DuBois, PA 15801**, in the name of *Michael Sprague*.

**WAIVER OF WATCHMAN** – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Additional costs shall be advanced when Sheriff is ordered to proceed to sale.

  
\_\_\_\_\_  
Everett K. Sheintoch, Esquire  
Saltz Polisher P.C.  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333  
(610) 964-3334 (facsimile)  
Attorney for Plaintiff

RECEIVED

AUG 30 2005

*John*

You are hereby notified to  
plead to the enclosed  
Interrogatories within twenty  
(20) days from service hereon  
or a default judgment may be  
entered against you.

SALTZ POLISHER P.C.

SALTZ POLISHER P.C.  
By: Everett K. Sheintoch, Esquire  
Attorney I.D. No.: 51507  
993 Old Eagle School Road  
Suite 412  
Wayne, PA 19087  
Telephone (610) 964-3333  
Facsimile (610) 964-3334

Attorney for Plaintiff  
Vend Lease, Inc.

VEND LEASE COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PA
Plaintiff,	:	CIVIL ACTION – LAW
v.	:	NO. 04-1552-CD
MICHAEL P. SPRAGUE, Individually	:	
and f/t/a	:	
MIDAS AUTO SERVICE EXPERTS,	:	
Defendant,	:	
TIMBERLAND FEDERAL CREDIT	:	
UNION	:	
And	:	
FIRST COMMONWEALTH BANK	:	
	:	
Garnishees.	:	

**INTERROGATORIES TO GARNISHEE**

TO: Garnishee First Commonwealth Bank  
5 North Main Street  
DuBois, PA 15801

FILED NO CC  
MHS:51507  
SEP 12 2005  
CLERK

William A. Shaw  
Prothonotary/Clerk of Courts

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served or at any subsequent time, did you owe the Defendant any money or were you liable to it on any negotiable or other written instrument, or did it claim that you owed it any money or were liable to it for any reasons? State the amount specifically. Savings account #0600163478 into Michael P. Sprague with a current balance of zero; checking account #7110120407 with a current balance of negative -\$9.13 into Michael P. Sprague and Gayle M. Sprague.

2. At the time you were served or at any subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control of yourself and others, any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property. No

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property. No

4. At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the nature and value of said property. No #1 above.

5. At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent; and what was the consideration there for? No

6. At any time after you were served, did you pay, transfer, or deliver any money or property to the Defendant or to any person or place pursuant to its direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, set forth dates and amounts specifically. No

7. Did the Garnishee ever have an account of any type with the Defendant?  
See #1 above.

8. If the answer to the preceding interrogatory is in the affirmative, state with regard to each account:

- (a) Identify all documents that were given to First Commonwealth Bank or signed for First Commonwealth Bank establishing the account;  
N/A
- (b) State First Commonwealth Bank's understanding of the legal composition of its customer and identify all documents First Commonwealth Bank that showed that legal composition; and  
N/A
- (c) State all addresses given for First Commonwealth Bank's customer and all addresses to which the account statements were to be sent.  
R.D. 1 Box 20, Falls Creek, PA  
158 N. Pancoast Rd., Falls Creek, PA

SALTZ POLISHER P.C.

BY:   
Everett K. Sheintoch

Attorney for Plaintiff  
Vend Lease Company, Inc.

Dated: 6/16/05

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of Plaintiff Vend Lease  
Inc.'s Garnishment Interrogatories were served via regular mail on June <sup>10</sup> 8, 2005 on Garnishee  
First Commonwealth Bank, 5 North Main Street, DuBois, PA 15801.

SALTZ POLISHER P.C.

BY:   
Everett K. Sheintoch

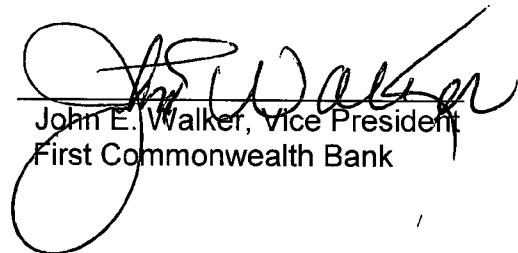
Attorney for Plaintiff  
Vend Lease, Inc.

Dated: 6/8/05

VERIFICATION

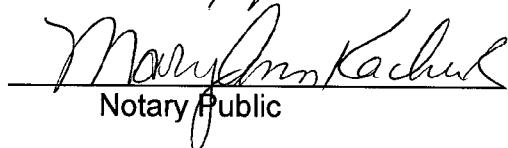
COMMONWEALTH OF PENNSYLVANIA      )  
COUNTY OF *Indiana*                      )

On this *7th* day of *September* 2005 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JOHN E. WALKER, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

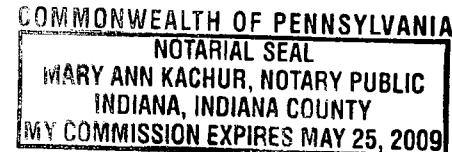


John E. Walker, Vice President  
First Commonwealth Bank

Sworn and subscribed to before me  
this *7th* day of *September* 2005



Mary Ann Kachur  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20183  
NO: 041552-CD

PLAINTIFF: VEND LEASE COMPANY, INC.

vs.

DEFENDANT: MICHAEL P. SPRAGUE, INDIVIDUALLY AND F/T/A MIDAS AUTO SERVICE EXPERTS

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/23/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/17/2006

DATE DEED FILED **NOT SOLD**

**FILED**  
03/17/2006  
MAR 17 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED MICHAEL P. SPRAGUE, INDIVIDUALLY AND F/T/A MIDAS  
NOT SERVED, BUSINESS CLOSED.

08/29/2005 @ 2:06 PM SERVED TIMBERLAND FEDERAL CREDIT UNION

SERVED TIMBERLAND FEDERAL CREDIT UNION, GARNISHEE, BY HANDING TO JEN EISMAN, ASSISTANT MANAGER OF TIMBERLAND FEDERAL CREDIT UNION AT HER PLACE OF EMPLOYMENT TIMBERLAND FEDERAL CREDIT UNION 821 BEAVER DRIVE, DUBOIS, PA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE

08/29/2005 @ 2:16 PM SERVED FIRST COMMONWEALTH BANK

SERVED FIRST COMMONWEALTH BANK, GARNISHEE, BY HANDING TO VALERIE KORB, FINANCIAL SERVICES SUPERVISOR, OF FIRST COMMONWEALTH BANK, AT HER PLACE OF EMPLOYMENT FIRST COMMONWEALTH BANK, 5 NORTH MAIN STREET, DUBOIS, PA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE.

@ SERVED MICHAEL P. SPRAGUE, INDIVIDULLY AND F/T/A MIDAS  
JEFFERSON COUNTY

@ SERVED  
NOW, MARCH 17, 2006 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20183  
NO: 041552-CD

PLAINTIFF: VEND LEASE COMPANY, INC.

vs.

DEFENDANT: MICHAEL P. SPRAGUE, INDIVIDUALLY AND F/T/A MIDAS AUTO SERVICE EXPERTS

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$128.95

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
By *Cynthia Bitten-Aydelbeck*  
Chester A. Hawkins  
Sheriff

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

Vend Lease Company, Inc.

Vs.

NO.: 2004-01552-CD

Michael P. Sprague, Individually and f/t/a  
Midas Auto Service Experts

Timberland Federal Credit Union and First Commonwealth Bank  
Garnishees

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due VEND LEASE COMPANY, INC., Plaintiff(s) from MICHAEL P. SPRAGUE, Individually and f/t/a MIDAS AUTO SERVICE EXPERTS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Timberland Federal Credit Union and First Commonwealth Bank  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$5,906.63  
INTEREST from January 29, 2005  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 06/23/2005

PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 23<sup>rd</sup> day  
of June A.D. 2005  
At 1:30 A.M./P.M.

Chester A. Shaw  
Sheriff by Cynthia Butler-Augenthaler

Requesting Party: Everett K. Sheintoch, Esq.  
993 Old Eagle School Rd., Ste. 412  
Wayne, PA 19087  
(610) 964-3333

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL P. SPRAGUE, INDIVIDUALLY AND F/T/A MIDAS

NO. 041552-CD

NOW, March 17, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Michael P. Sprague, Individually And F/T/A Midas Auto Service Experts to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	9.00
SERVICE	9.00
MILEAGE	15.39
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	61.56
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$128.95</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	5,906.63
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$6,200.58</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	128.95
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$253.95</b>
<b>TOTAL COSTS</b>	<b>\$6,200.58</b>

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

CHESTER A. HAWKINS, Sheriff

RECEIVED

MAR 21 2006

You are hereby notified to  
plead to the enclosed  
Interrogatories within twenty  
(20) days from service hereon  
or a default judgment may be  
entered against you.

SALTZ POLISHER P.  
enrich - levi

Attorney for Plaintiff  
Vend Lease, Inc.

SALTZ POLISHER P.C.  
By: Everett K. Sheintoch, Esquire  
Attorney I.D. No.: 51507  
993 Old Eagle School Road  
Suite 412  
Wayne, PA 19087  
Telephone (610) 964-3333  
Facsimile (610) 964-3334

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**VEND LEASE COMPANY, INC.**

---

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PA

**Plaintiff,**

## CIVIL ACTION – LAW

MICHAEL P. SPRAGUE, Individually  
and f/t/a  
MIDAS AUTO SERVICE EXPERTS.

NO. 04-1552-CD

Defendant,

## TIMBERLAND FEDERAL CREDIT UNION

**TIMBERLAND FEDERATION  
UNION**

## FIRST COMMONWEALTH BANK

## Garnishees.

*"Amended"* **INTERROGATORIES TO GARNISHEE**

TO: Garnishee First Commonwealth Bank  
5 North Main Street  
DuBois, PA 15801

FILED NO  
APR 03 2006 CC

William A. Shaw  
Prothonotary/Clerk of Courts

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served or at any subsequent time, did you owe the Defendant any money or were you liable to it on any negotiable or other written instrument, or did it claim that you owed it any money or were liable to it for any reasons? State the amount specifically. Yes; Savings account #0600163478 into Michael P. Sprague with a current balance of \$23.41; Checking account #7110120407 into Michael P. Sprague & Gail Sprague with a current balance of \$ 1,193.40; Checking account #7110120403 into Mike's Auto Service, Michael P. Sprague with a current balance of \$1,036.91

2. At the time you were served or at any subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control of yourself and others, any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property. No

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property. No

4. At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the nature and value of said property. No

5. At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent; and what was the consideration there for? No

6. At any time after you were served, did you pay, transfer, or deliver any money or property to the Defendant or to any person or place pursuant to its direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, set forth dates and amounts specifically. No

7. Did the Garnishee ever have an account of any type with the Defendant?  
See #1 above.

8. If the answer to the preceding interrogatory is in the affirmative, state with regard to each account:

- (a) Identify all documents that were given to First Commonwealth Bank or signed for First Commonwealth Bank establishing the account;  
N/A
- (b) State First Commonwealth Bank's understanding of the legal composition of its customer and identify all documents First Commonwealth Bank that showed that legal composition; and  
N/A
- (c) State all addresses given for First Commonwealth Bank's customer and all addresses to which the account statements were to be sent.  
R.D. 1 Box 20, Falls Creek, PA  
158 N. Pancoast Rd., Falls Creek, PA

SALTZ POLISHER P.C.

BY:   
Everett K. Sheintoch

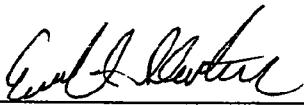
Attorney for Plaintiff  
Vend Lease Company, Inc.

Dated: 6/16/03

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of Plaintiff Vend Lease  
Inc.'s Garnishment Interrogatories were served via regular mail on June 8, 2005 on Garnishee  
First Commonwealth Bank, 5 North Main Street, DuBois, PA 15801.

SALTZ POLISHER P.C.

BY:   
Everett K. Sheintoch

Attorney for Plaintiff  
Vend Lease, Inc.

Dated: 6/8/05

## VERIFICATION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF INVESTIGATION )  
 )

On this 29th day of March 2006 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES A. BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

James A. Boyle, Vice President  
First Commonwealth Bank

Sworn and subscribed to before me  
This 29<sup>th</sup> day of March 2006

## Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
JUDITH A. CLARK, NOTARY PUBLIC  
INDIANA, INDIANA COUNTY  
MY COMMISSION EXPIRES OCT. 28, 2008

**FILED**

APR 03 2006

William A. Shaw  
Prothonotary/Clerk of Courts



**SALTZ POLISHER P.C.**  
By: Everett K. Sheintoch, Esquire  
Joel S. Todd, Esquire  
Attorney I.D. Nos.: 51507/62334  
993 Old Eagle School Road, Suite 412  
Wayne, PA 19087  
(610) 964-3333

Attorneys for Plaintiff  
Vend Lease Company, Inc.

FILED Atty pd.  
m 10:06 AM 2000  
APR 07 2000 Notice  
William A. Shaw Garnishee  
Prothonotary/Clerk of Courts  
Statement to Atty  
610

VEND LEASE COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PA
Plaintiff,	:	CIVIL ACTION - LAW
v.	:	
MICHAEL P. SPRAGUE, Individually	:	NO. 04-1552-CD
and f/t/a	:	
MIDAS AUTO SERVICE EXPERTS,	:	
Defendant,	:	
v.	:	
FIRST COMMONWEALTH BANK	:	
Garnishee.	:	

**PRAECIPE TO ENTER JUDGMENT AGAINST  
GARNISHEE FIRST COMMONWEALTH BANK**

Pursuant to Pennsylvania Rule of Civil Procedure 3146(b), Plaintiff Vend Lease Company, Inc., by and through its undersigned counsel, hereby enters judgment against Garnishee First Commonwealth Bank for the sum of \$1,060.32, which represents the property of the defendant/judgment debtor Michael P. Sprague, individually, and f/t/a Midas Auto Service Experts, admitted in the Answer to interrogatories to be in the garnishee's possession. A true and correct copy of Garnishee First Commonwealth Bank's Answers to plaintiff's garnishment interrogatories is attached hereto as Exhibit "A."

**SALTZ POLISHER P.C.**

By: \_\_\_\_\_

Everett K. Sheintoch, Esquire  
Attorneys for Plaintiff  
Vend Lease Company, Inc.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of Plaintiff Vend Lease Inc.'s Praecipe to Enter Judgment upon Garnishee First Commonwealth Bank's answers to garnishment interrogatories were served via regular mail on April 5, 2006 on James A. Boyle, V.P., First Commonwealth Bank, Central Offices, Philadelphia and 6<sup>th</sup> Streets, Indiana, PA 15701 and defendant Michael P. Sprague, 158 N. Pancoast Road, Falls Creek, PA.

**SALTZ POLISHER P.C.**

BY:   
Everett K. Sheintoch, Esquire

Attorneys for Plaintiff  
Vend Lease Company, Inc.

Dated: 4/5/06

A



Banking  
Insurance  
Trust  
Financial Management  
Investments

**First Commonwealth Bank**  
Central Offices  
Philadelphia and 6th Streets  
P.O. Box 400  
Indiana, PA 15701-0400  
fcbanking.com

March 28, 2006

Everett K. Sheintoch, Esquire  
993 Old Eagle School Rd., Ste. 412  
Wayne, PA 19087

Re: Vend Lease Company, Inc. vs. Michael P. Sprague and f/t/a Midas Auto Service Experts and First Commonwealth Bank, as garnishee, No. 2004-01552-CD, Clearfield County, Pennsylvania

Dear Mr. Sheintoch:

Enclosed are answers to Interrogatories on the above reference case.

Very truly yours,

James A. Boyle  
Vice President

JAB/nmr

Enclosure

FROM

(TUE) MAR 21 2006 14:58/ST. 14:57/No. 6816115300 P 2

RECEIVED

MAR 21 2006

You are hereby notified to  
plead to the enclosed  
Interrogatories within twenty  
(20) days from service hereon  
or a default judgment may be  
entered against you.

*Everett K. Sheintoch*  
SALTZ POLISHER P.C.

Attorney for Plaintiff  
Vend Lease, Inc.

SALTZ POLISHER P.C.  
By: Everett K. Sheintoch, Esquire  
Attorney I.D. No.: 51507  
993 Old Eagle School Road  
Suite 412  
Wayne, PA 19087  
Telephone (610) 964-3333  
Facsimile (610) 964-3334

VEND LEASE COMPANY, INC.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PA

Plaintiff,

CIVIL ACTION - LAW

v.

NO. 04-1552-CD

MICHAEL P. SPRAGUE, Individually  
and f/t/a  
MIDAS AUTO SERVICE EXPERTS,

Defendant,

TIMBERLAND FEDERAL CREDIT  
UNION

And

FIRST COMMONWEALTH BANK

Garnishees.

*"Amended"* INTERROGATORIES TO GARNISHEE

TO: Garnishee First Commonwealth Bank  
5 North Main Street  
DuBois, PA 15801

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served or at any subsequent time, did you owe the Defendant any money or were you liable to it on any negotiable or other written instrument, or did it claim that you owed it any money or were liable to it for any reasons? State the amount specifically. Yes; Savings account #0600163478 into Michael P. Sprague with a current balance of \$23.41; Checking account #7110120407 into Michael P. Sprague & Gail Sprague with a current balance of \$ 1,193.40; Checking account #7110120403 into Mike's Auto Service, Michael P. Sprague with a current balance of \$1,036.91

2. At the time you were served or at any subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control of yourself and others, any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property. No

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property. No

4. At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the nature and value of said property. No

5. At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent; and what was the consideration there for? No

6. At any time after you were served, did you pay, transfer, or deliver any money or property to the Defendant or to any person or place pursuant to its direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, set forth dates and amounts specifically. No

7. Did the Garnishee ever have an account of any type with the Defendant?  
See #1 above.

8. If the answer to the preceding interrogatory is in the affirmative, state with regard to each account:

- (a) Identify all documents that were given to First Commonwealth Bank or signed for First Commonwealth Bank establishing the account;  
N/A
- (b) State First Commonwealth Bank's understanding of the legal composition of its customer and identify all documents First Commonwealth Bank that showed that legal composition; and  
N/A
- (c) State all addresses given for First Commonwealth Bank's customer and all addresses to which the account statements were to be sent.  
R.D. 1 Box 20, Falls Creek, PA  
158 N. Pancoast Rd., Falls Creek, PA

SALTZ POLISHER P.C.

BY:   
Everett K. Sheintoch

Attorney for Plaintiff  
Vend Lease Company, Inc.

Dated: 6/10/05

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of Plaintiff Vend Lease  
Inc.'s Garnishment Interrogatories were served via regular mail on June 3, 2005 on Garnishee  
First Commonwealth Bank, 5 North Main Street, DuBois, PA 15801.

SALTZ POLISHER P.C.

BY: Everett K. Sheintoch  
Everett K. Sheintoch

Attorney for Plaintiff  
Vend Lease, Inc.

Dated: 6/12/05

## VERIFICATION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Indiana )

On this 29th day of March 2006 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES A. BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

James A. Boyle, Vice President  
First Commonwealth Bank

Sworn and subscribed to before me  
This 29th day of March 2006

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
JUDITH A. CLARK, NOTARY PUBLIC  
INDIANA, INDIANA COUNTY  
MY COMMISSION EXPIRES OCT. 28, 2008

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Vend Lease Company, Inc.

Vs.

No. 2004-01552-CD

Michael P. Sprague, indiv. and f/t/a Midas Auto  
Service Experts

Timberland Credit Union and First Commonwealth  
Bank

To: First Commonwealth Bank, Garnishee

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$1,060.32 on April 7, 2006.

William A. Shaw

Prothonotary



\_\_\_\_\_  
William A. Shaw

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

CCRY

Vend Lease Company, Inc.  
Plaintiff(s)

No.: 2004-01552-CD

Real Debt: \$1,060.32

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Michael P. Sprague  
Midas Auto Service Experts  
Timberland Credit Union  
Defendant(s)

Entry: \$20.00

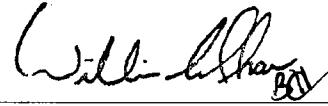
First Commonwealth Bank  
Garnishee

Instrument: Judgment against Garnishee First  
Commonwealth Bank ONLY

Date of Entry: April 7, 2006

Expires: April 7, 2011

Certified from the record this 7th day of April, 2006.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney