



Date: 12/16/2009

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:27 AM

ROA Report

Page 1 of 3

Case: 2004-01846-CD

Current Judge: Fredric Joseph Ammerman

Electrolux Financial Corporation, et al vs. Paul Syktich, et al

Civil Other

Date		Judge
11/22/2004	<del>X</del> Filing: Civil Complaint Paid by: Kodak, Robert D. (attorney for Electrolux Financial Corporation) Receipt number: 1890697 Dated: 11/22/2004 Amount: \$85.00 (Check) 2 Cert. to Sheriff.	No Judge
12/9/2004	<del>X</del> Sheriff Return, NOW, Nov. 30, 2004, served the within Complaint on Paul Syktich, Ind. Defendant. <del>X</del> NOW, Nov. 30, 2004 served the within Complaint on Paul Syktich t/d/b/a/ Syktich TV & Appliance, Defendant. So Answers, Chester A. Hawkins, Sheriff, by s/ Marilyn Hamm	No Judge
2/3/2005	<del>X</del> Defendant's Preliminary Objections to Plaintiff's Complaint, filed by s/ Toni M. Cherry, Esq. Two CC Attorney T. Cherry	No Judge
3/1/2005	<del>X</del> Plaintiff's Answer To Defendant's Preliminary Objections, filed by s/ Robert D. Kodak, Esquire. 1CC to Atty	No Judge
3/9/2005	<del>X</del> Order, filed 2 Cert. to Atty. Cherry. <del>X</del> NOW, this 9th day of March, 2005, RE Preliminary Objections scheduled for March 29th, 2005.	Fredric Joseph Ammerman
3/15/2005	<del>X</del> Amended Order, AND NOW, this 15th day of March, 2005, Defendant Paul Syktich, Individually and Trading as Syktich TV & Appliance, having filed preliminary Objections to Plaintiff's Complaint, an argument on Preliminary Objection is scheduled for the 14th day of April, 2005, at 9:00 a.m. in Courtroom No. 1 of the Clfd. Co. Courthouse. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2CC Atty T. Cherry	Fredric Joseph Ammerman
4/13/2005	<del>X</del> Order, AND NOW, this 13th day of April, 2005, Plaintiff having provided proof of its Certificate of Authority to conduct business in the Commonwealth of Pennsylvania as a foreign corporation and thus has capacity to sue, Defendant's Preliminary Objection I is dismissed. Preliminary Objection II raising insufficient specificity of Plaintiff's Complaint is hereby granted and Plaintiff is hereby directed to file an Amended Complaint within thirty days from this date. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 4CC to Atty	Fredric Joseph Ammerman
10/3/2005	<del>X</del> Amended Complaint, filed by s/ Robert D. Kodak Esq. No CC.	Fredric Joseph Ammerman
10/25/2005	<del>X</del> Answer to Amended Complaint, New matter and Counterclaim, filed by s/ Toni M. Cherry Esq. 3CC Atty T. Cherry	Fredric Joseph Ammerman
11/30/2005	<del>X</del> Plaintiff's Reply to Defendant's New Matter and Counterclaim, filed by s/ Robert D. Kodak Esq. No CC.	Fredric Joseph Ammerman
9/27/2006	<del>X</del> Certificate of Readiness for Non-Jury Trial, filed by s/ Robert D. Kodak, Esquire. No CC	Fredric Joseph Ammerman
10/3/2006	<del>X</del> Objection to Certificate of Readiness And Request For Placement of Case on Civil Trial List, filed by s/ Toni M. Cherry, Esquire. 1CC Atty. T. Cherry	Fredric Joseph Ammerman
10/5/2006	<del>X</del> Order, NOW, this 4th day of Oct. 2006, Ordered that a status conference as the result of Def.'s Objection to Certificate of Readiness filed by Plaintiff has been scheduled for the 31st day of October, 2006, at 9:00 a.m. in Courtroom No. 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry	Fredric Joseph Ammerman
10/18/2006	<del>X</del> Reply to Defendant's Objection to Certificate of Readiness and Request for Placement of Case on Civil Trial List, filed by s/ Robert D. Kodak Esq. No CC.	Fredric Joseph Ammerman
10/25/2006	<del>X</del> Motion For Continuance, filed by s/ Toni M. Cherry, Esquire. 2CC Atty. T. Cherry	Fredric Joseph Ammerman

Date: 12/4/2009

Time: 03:37 PM

Page 4 of 7

## Clearfield County Court of Common Pleas

User: LMILLER

Civil Disposition Report

CT COMMON PLEAS,

All Case Types

From 11/30/2009 to 12/4/2009

All Judgment Types

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2009-02406-CD	Clarion Riverview Suites LLC Defendant Commonwealth of PA Plaintiff Micks, John D. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 1935.63	Open	11/30/2009
2009-02407-CD	Clarion Riverview Suites LLC Defendant Commonwealth of Pennsylvania Plaintiff Varacallo, Joseph M. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: \$1935.63	Open	11/30/2009
2009-02408-CD	Commonwealth of Pennsylvania Plaintiff McKean, Darren J. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 1437.52	Open	11/30/2009
2009-02409-CD	Commonwealth of PA Plaintiff Heasley, Kevin M. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 1296.77	Open	11/30/2009
2009-02410-CD	Commonwealth of Pennsylvania Plaintiff Plubell, Shannon M. Defendant Plybell, Kenneth A. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 765.22	Open	11/30/2009
2009-02411-CD	Commonwealth Of Pennsylvania Plaintiff Reifer, Christinia M. Defendant Reifer, Craig J. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 1335.63	Open	11/30/2009
2009-02412-CD	Commonwealth of Pennsylvania Plaintiff Fulmer, Deborah J. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 2112.89	Open	11/30/2009
2009-02413-CD	Commonwealth of Pennsylvania Plaintiff Majewsky, Robby L. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 974.50	Open	11/30/2009
2009-02414-CD	Commonwealth of Pennsylvania Plaintiff Socash, James A. Jr. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 3619.50	Open	11/30/2009

## Civil Other

Date		Judge
10/27/2006	<input checked="" type="checkbox"/> Order AND NOW, this 25th day of October 2006, in consideration of the Motion for Continuance filed on behalf of Defendant and the averments contained therein, said Motion is hereby granted. Said status conference is hereby rescheduled for the 6th day of December 2006 at 11:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty T. Cherry.	Fredric Joseph Ammerman
12/5/2006	<input checked="" type="checkbox"/> Praeipce to Withdraw Objection to Certificate of Readiness And Request For Placement of Case on Civil Trial List, filed by s/ Toni M. Cherry, Esquire. 3CC Atty. T. Cherry	Fredric Joseph Ammerman
12/29/2006	<input checked="" type="checkbox"/> Plaintiff's Motion for Continuance, filed by s/Robert D. Kodak, Esq. One CC Attorney Kodak	Fredric Joseph Ammerman
1/3/2007	<input checked="" type="checkbox"/> Order of Court, AND NOW, this 2 day of January 2007, the above Motion for Continuance until the next term of civil court is hereby GRANTED. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Kodak.	Fredric Joseph Ammerman
3/2/2007	<input checked="" type="checkbox"/> Certificate of Service, filed. That on this 1st day of March 2007, a true and correct copy of Defendant's First Request for Production of Documents was served upon Robert D. Kodak Esq., counsel for Plaintiff, filed by s/ Toni M. Cherry Esq. NO CC.	Fredric Joseph Ammerman
3/28/2007	<input checked="" type="checkbox"/> Plaintiff's Motion For Continuance, filed by s/ Robert D. Kodak, Esquire. 2CC Atty. Kodak	Fredric Joseph Ammerman
3/29/2007	<input checked="" type="checkbox"/> Order, NOW, this 29th day of March, 2007, motion for Continuance is Granted and the captioned matter is removed from the Spring trial list. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Kodak	Fredric Joseph Ammerman
4/4/2007	<input checked="" type="checkbox"/> Certificate of Service, filed. That on April 2, 2007, Served a true and correct copy of the Order dated March 29, 2007, in the above-captioned matter upon Toni M. Cherry Esq., filed by s/ Robert D. Kodak Esq. No CC.	Fredric Joseph Ammerman
2/28/2008	<input checked="" type="checkbox"/> Scheduling Order, NOW, this 27th day of Feb., 2008, it is Ordered that the case be listed for trial and a Pre-Trial Conference shall be scheduled for the 23rd day of april, 2008 at 10:30 a.m. in Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Kodak, T. Cherry	Fredric Joseph Ammerman
4/29/2008	<input checked="" type="checkbox"/> Order, this 23rd day of April, following pre-trial conference and upon agreement of counsel, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Kodak, T. Cherry	Fredric Joseph Ammerman
7/22/2008	<input checked="" type="checkbox"/> Defendant's Motion for Summary Judgment, filed by Atty. Cherry 2 Cert. to Atty.	Fredric Joseph Ammerman
8/20/2008	<input checked="" type="checkbox"/> Plaintiff's Answer to Defendant's Motion For Summary Judgment, filed by s/ Robert D. Kodak, Esquire. No CC	Fredric Joseph Ammerman
8/22/2008	<input checked="" type="checkbox"/> Praeipce to Substitute Verification, filed by s/ Robert D. Kodak, Esquire. 1CC to Atty.	Fredric Joseph Ammerman
9/4/2008	<input checked="" type="checkbox"/> Order, this 3rd day of Sept., 2008, it is Ordered that argument on the Defendant's Motion for summary Judgment is scheduled for the 2nd day of Oct., 2008 at 9:00 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Kodak, T. Cherry	Fredric Joseph Ammerman
9/11/2008	<input checked="" type="checkbox"/> Motion for Continuance, filed by Atty. Cherry 2 Cert. to Atty.	Fredric Joseph Ammerman
9/12/2008	<input checked="" type="checkbox"/> Order, this 12th day of Sept., 2008, the Motion for Continuance is granted. Said argument on Defendant's Motion for Summary Judgment is rescheduled for the 7th day of Nov., 2008, at 10:00 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry	Fredric Joseph Ammerman



Date: 12/4/2009

Time: 03:37 PM

Page 5 of 7

## Clearfield County Court of Common Pleas

User: LMILLER

Civil Disposition Report

CT COMMON PLEAS,

All Case Types

From 11/30/2009 to 12/4/2009

All Judgment Types

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2009-02415-CD	Commonwealth of Pennsylvania Plaintiff Gaines, John L. Jr. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 887.12	Open	11/30/2009
2009-02416-CD	Carter, Marsha L. Defendant Commonwealth of Pennsylvania Plaintiff	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 4165.40	Open	11/30/2009
2009-02417-CD	Commonwealth of Pennsylvania Plaintiff Siple, Dennis L. Jr. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 2234.65	Open	11/30/2009
2009-02418-CD	Commonwealth of Pennsylvania Plaintiff Funk, Bryan M. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 982.86	Open	11/30/2009
2009-02422-CD	Commonwealth of Pennsylvania Plaintiff Swan, Brian Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 2856.58	Open	11/30/2009
2009-02423-CD	Commonwealth of Pennsylvania Plaintiff Green, Misty D. Defendant Green, Russell E. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 729.70	Open	11/30/2009
2009-02425-CD	Commonwealth of Pennsylvania Plaintiff Harzinski, Janie C. Defendant Harzinski, Raymond F. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 1450.56	Open	11/30/2009
2009-02427-CD	Commonwealth of Pennsylvania Plaintiff J W Freeze Corporation Inc. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 3087.88	Open	11/30/2009
2009-02429-CD	Commonwealth of Pennsylvania Plaintiff LaMorte, Brian T. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 705.70	Open	11/30/2009
2009-02431-CD	Beckys House Cleaning Ser Defendant Commonwealth of Pennsylvania Plaintiff	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 365.85	Open	11/30/2009

Date: 12/16/2009

Time: 09:27 AM

Page 3 of 3

Clearfield County Court of Common Pleas

ROA Report

User: LMILLER

Case: 2004-01846-CD

Current Judge: Fredric Joseph Ammerman

Electrolux Financial Corporation, et al vs. Paul Syktich, et al

Civil Other

Date		Judge
11/7/2008	X Order, this 7th day of Nov., 2008, upon stipulation of the parties, it is Ordered that Defendant's Motion for Summary Judgment is Granted to the extent that Plaintiff's claims for moneys due from the Defendant shall be limited to the amounts shown on the invoices attached to its Amended Complaint and described collectively as Exhibit "A". By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Kodak	Fredric Joseph Ammerman
11/6/2009	X Order, NOW, this 5th day of November, 2009, Order that a status conference be scheduled for the 21st day of December, 2009, at 3:00 p.m. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys Kodak and T. Cherry	Fredric Joseph Ammerman

12-21-09 Order

12-21-09

Date: 12/4/2009

Time: 03:37 PM

Page 6 of 7

## Clearfield County Court of Common Pleas

User: LMILLER

Civil Disposition Report

CT COMMON PLEAS,

All Case Types

From 11/30/2009 to 12/4/2009

All Judgment Types

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2009-02432-CD	Billotte, David Defendant Chase Bank Plaintiff JMMMPCC Company Plaintiff	11/30/2009	DJ Transcript Judgme In favor of: Plaintiff Judgment amount or comment: 1457.39	Open	11/30/2009
2009-02433-CD	Caine, Gary D. Defendant Commonwealth of Pennsylvania Plaintiff	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 1597.76	Open	11/30/2009
2009-02434-CD	Commonwealth of Pennsylvania Plaintiff Utmost Machine Inc. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 1103.04	Open	11/30/2009
2009-02435-CD	Commonwealth of Pennsylvania Plaintiff Straley, Jack W. Jr. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 358.87	Open	11/30/2009
2009-02436-CD	Commonwealth of Pennsylvania Plaintiff Hockenberry, Patrick J. Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 835.09	Open	11/30/2009
2009-02437-CD	Commonwealth of Pennsylvania Plaintiff North 40 Grill Defendant	11/30/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 1112.79	Open	11/30/2009
2009-02442-CD	Bush, Melanie Plaintiff Erie Insurance Exchange Plaintiff Shoffner, Cameron Defendant	11/30/2009	DJ Transcript Judgme In favor of: Plaintiff Judgment amount or comment: 489.48	Open	11/30/2009
2009-02443-CD	Bell, Tiffany Defendant Bush, Melanie Plaintiff Erie Insurance Exchange Plaintiff	11/30/2009	DJ Transcript Judgme In favor of: Plaintiff Judgment amount or comment: 489.48	Open	11/30/2009
2009-02454-CD	Commonwealth of Pennsylvania Plaintiff Walker, Willie C. Defendant	12/3/2009	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: 16,202.54	Open	12/3/2009

ELECTROLUX FINANCIAL CORPORATION, Formerly  
Known As FRIGIDAIRE FINANCIAL CORPORATION

v.

PAUL SYKTICH, Individually and Trading As SYKTICH  
TV & APPLIANCE

Defendant

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

: NO. 04-1846-CD

: CIVIL DIVISION - LAW

FILED  
7/11/08  
NOV 22 2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y  
85.00  
2cc  
Shff

### NOTICE

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 REDUCED FEE OR NO FEE.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE - 1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

### AVISO

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE - 1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

ELECTROLUX FINANCIAL CORPORATION, Formerly Known As FRIGIDAIRE FINANCIAL CORPORATION	:	IN THE COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	NO.
	:	
PAUL SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE	:	CIVIL DIVISION - LAW
Defendant	:	

## COMPLAINT

The Plaintiff, ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendants to recover the sum of THIRTY-THREE THOUSAND, FOUR HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$33,438.26), along with interest thereon from October 1, 2004 upon a cause of action of which the following is a statement:

1. The Plaintiff, ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, is a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at 294 East Campus View Boulevard, Columbus, Ohio 43535.
  
2. The Defendant, PAUL SYKTICH, is an adult individual trading and doing business as SYKTICH TV & APPLIANCE, having its principal office and place of business at 225 West Long Avenue, Dubois, Clearfield County, Pennsylvania 15801.
  
3. On or about January 29, 1996, the Defendant did enter into an Inventory Floor Planning Agreement. A true and correct copy of said Agreement is attached hereto, marked as Exhibit "A" and made a part hereof.

4. On or about January 29, 1996, Defendant did enter into a Security Agreement - Inventory. A true and correct copy of said Agreement is attached hereto, marked as Exhibit "B" and made a part hereof.
5. By the terms of the Agreements attached hereto and found at Exhibits "A" and "B" and made a part hereof, Plaintiff provided financing for Defendant in the operation of his business.
6. By the terms of the Agreements found at Exhibits "A" and "B" herein, Plaintiff maintained a security interest in the inventory, and the proceeds thereof.
7. As further evidence of Plaintiff's security interest, true and correct copies of the UCC filings are attached hereto, marked collectively as Exhibit "C" and made a part hereof.
8. Plaintiff further attaches the Affidavit of Business Purpose executed by Defendant on or about February 15, 1996. Said Affidavit is marked as Exhibit "D" and made a part hereof.
9. Defendant has defaulted under the terms of the Agreements between the parties by failing to make proper payments when due and owing.
10. The amount currently due to Plaintiff by Defendant is the sum of Thirty-Three Thousand, Four Hundred Thirty-Eight Dollars and Twenty-Six Cents (\$33,438.26) as set forth fully and completely on Plaintiff's Statement of Account attached hereto, marked as Exhibit "E" and made a part hereof.

11. Defendant has failed and refused, despite repeated demands from Plaintiff, to pay the balance due under the Agreements between the parties.

WHEREFORE, Plaintiff brings this suit to recover from Defendants the sum of THIRTY-THREE THOUSAND, FOUR HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$33,438.26), along with interest thereon from October 1, 2004.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**



---

Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney ID No. 18041

Attorney for Plaintiff

# INVENTORY-FLOOR PLANNING AGREEMENT

This Agreement is entered into this 29 day of January, 1996 between Sykitch, Paul (owner) t/a Sykitch TV & Appliance whose business address is 27 W. Long Ave. DuBois Pa (hereinafter Dealer) and Frigidaire Financial Corporation whose business address is 294 East Campus View Blvd. Columbus, Ohio 43235 (hereinafter FFC) for the purpose of establishing a floor planning arrangement for the acquisition and financing of inventory by Dealer.

Dealer sells and/or leases new and used Appliances & Electronics. Pursuant to this business, Dealer desires financing for its acquisition of inventory in the ordinary course of its business.

## 1. ADVANCES.

A. FFC may from time to time in its sole discretion and on presentation of the appropriate documentation advance monies to Dealer or the seller of goods on behalf of Dealer to enable Dealer to purchase inventory.

B. Dealer may apply for other loans or advances, but each application will be treated independently by FFC and must qualify in terms of eligibility and credit worthiness. Nothing contained in this Agreement, or any other agreement between Dealer and FFC, shall be construed to obligate FFC to advance funds to Dealer.

C. FFC shall make advances only upon the receipt by it of an invoice from the seller of goods or such other documents as it may in writing to Dealer specify as necessary to make advances under this Agreement.

## 2. REPAYMENT PROVISIONS.

A. All amounts due FFC for the advancement of funds as set forth in this Agreement or for any other sums due to FFC under any other agreement executed between the parties shall be payable by Dealer when due as indicated on any statement of account or monthly activity statement submitted to Dealer by FFC and in any event upon the sale or other disposition by Dealer of any item of inventory. Dealer agrees that all inventory financed by FFC shall remain subject to any security interest granted in any other agreement by Dealer to FFC. Dealer shall make payment on the following basis:

       PAY AS SOLD - The outstanding principal of amounts advanced pursuant to this Agreement shall be repaid in full immediately upon the sale of any item of inventory.

       SCHEDULE PAY - The Dealer shall pay on the specified days of each month the entire principal amount indicated on the statement of account or activity statement submitted to Dealer by FFC.

B. On a monthly basis on or before the 10th day of each month, Dealer shall pay to FFC interest and insurance computed on the average daily balance of all outstanding principal amounts as indicated on the statement of account or monthly activity statement furnished by FFC.

## 3. DEFAULT.

A very important element of this Agreement is that Dealer make all its payments promptly as agreed upon. Also essential is that the inventory continue to be in good condition and adequate security for the indebtedness. Dealer shall be in Default under this Agreement on the occurrence of any of the following events or conditions:

A. failure to make in a timely manner any payment required under this Agreement including a failure to pay any amount due when Dealer sells a floor planned item;

B. any warranty, representation, or statement now or hereafter furnished by or on behalf of Dealer to FFC in connection with this Agreement or any guaranty proves to be false or misleading in any material respect when furnished;

C. any judgment, writ, levy, lien, attachment, notice of tax lien, or similar process is entered or filed against Dealer or any of its property and is not vacated, bonded, or stayed to the satisfaction of FFC within thirty (30) days; or

D. death, dissolution, termination of existence, insolvency or business failure, or the filing of a voluntary or involuntary petition in bankruptcy by Dealer or any guarantors.

## 4. RIGHTS AND REMEDIES.

Upon Default or termination of this Agreement, FFC may, at its option and without notice, declare all or any part of the obligations of the Dealer to be due and payable, without the necessity of prior recourse to security, and FFC may exercise its Rights and Remedies under this Agreement or any other agreement to any security or guaranty executed in connection with this Agreement. All Rights and Remedies are cumulative and not exclusive. FFC may waive any Default under this Agreement, but no waiver of any of FFC's Rights under this Agreement shall constitute a waiver of such Rights with respect to any prior or subsequent Default.

## 5. DURATION AND TERMINATION

This Agreement shall be in effect from the date of execution until terminated. This agreement may be terminated by either party at any time upon the giving of written notice by certified mail return receipt requested to the other party. However, such termination shall not change any rights that may have accrued prior to the effective date of the termination.

This Agreement, and all rights and obligations of the parties thereto, shall be governed by the laws of the State of Ohio. In witness whereof, this Agreement has been duly executed on behalf of the undersigned this 29 day of January, 1996.

FRIGIDAIRE FINANCIAL CORPORATION

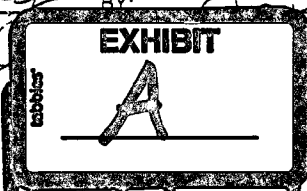
Sykitch, Paul (owner) t/a  
Sykitch TV & Appliance

BY: Roxana Broadway  
Credit Specialist

ITS: \_\_\_\_\_  
TITLE

Paul Sykitch  
DEBTOR

BY: [Signature]  
TITLE





# SECURITY AGREEMENT - INVENTORY

1. PARTIES The parties to this Security Agreement are Frigidaire Financial Corporation, (hereinafter "Secured Party") and Paul Sykitch, Paul (owner) t/a Sykitch TV & Appliances (hereinafter "Debtor").

2. ADVANCES - Debtor who is engaged in the business of buying, selling and generally dealing in new and used products may, from time to time, obtain from Secured Party such sums of money as Secured Party in its discretion may advance to Debtor (or on behalf of Debtor) for the purchase of inventory, and which advances are to be secured by the security interest granted by this Agreement.

3. SECURITY INTEREST AND COLLATERAL - To secure repayment by Debtor of all Obligations (as defined below), Debtor hereby grants to Secured Party a continuing security interest in the following property of Debtor (hereinafter collectively called the "Collateral").

(A) All of Debtor's presently owned and hereafter acquired inventory, wherever located but not limited to those addresses listed in section 4 (A), and all Proceeds thereof. The term "Inventory" means all of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, tractors, leaf blowers, string trimmers, chain saws, televisions, projection screens, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories financed by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and incorporated herein.

(B) All monies and credits owing or to become owing at any time to Debtor from any manufacturer and/or distributor selling inventory to Debtor. Such monies and credits shall include, but not be limited to: rebates, factory credits, volume incentives, advertising credits and all other forms of monies or credits becoming payable at any time to Debtor from manufacturers and/or distributors.

(C) All of Debtor's presently owned and hereafter acquired inventory which has been paid for by Debtor but remaining in Debtor's stock or possession which has been financed by Secured Party.

The term "Proceeds" as used above and elsewhere in this Agreement shall mean all cash and non-cash proceeds received by Debtor upon the sale or lease of inventory, non-cash proceeds to include, without limitation, all accounts, contract rights, chattel paper, leases, rental contracts and instruments (as those terms are defined in the Uniform Commercial Code of the state in which Debtor is located) and any amounts payable pursuant to policies of insurance covering inventory.

The term "Debtor Receivables" as used herein shall mean and include the monies and credits in which Secured Party is granted a security interest pursuant to (B) above.

The term "Obligations" as used in this Agreement shall mean and include the following:

- (i) All indebtedness owing or to become owing for advances made by Secured Party for Debtor as contemplated by this Agreement.
- (ii) Any other liabilities and obligation whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

## 4. DEBTOR'S REPRESENTATIONS AND AGREEMENTS -

(A) Debtor represents that its principal place of business is its address shown below:

27 W Long Ave DuBois Clarkefield Pa 15861  
 Street Address City County State Zip

The collateral shall be kept at the above address and at the following additional address:

Street Address	City	County	State	Zip

If Debtor has additional places of business, a separate listing of those locations is attached hereto. Debtor will notify Secured Party immediately in writing of any changes in its places of business and the removal of any Collateral from any of its places of business.

(B) Debtor will execute and deliver to Secured Party all financing statements requested by Secured Party and will pay all costs of filing the same; and authorizes Secured Party to sign financing statements for Debtor.

(C) Debtor shall keep complete and accurate records of its business, which shall be available for Secured Party's inspection at all reasonable times, and will furnish to Secured Party such information regarding its business and financial condition as may be requested; Secured Party may enter the premises of Debtor to perform reasonable inventory inspections.

(D) Debtor agrees that Secured Party may, at all times, use and apply any or all Debtor Receivables toward the payment of all Obligations which are due and unpaid, in whole or in part; that Secured Party may notify and direct the parties owing the same to make payment thereof to Secured Party for application to the payment of due and unpaid Obligations, without prior notification to Debtor.

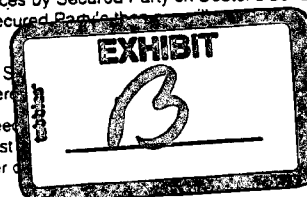
(E) Debtor will not sell or otherwise transfer any Collateral or interest therein other than in its ordinary course of business. Debtor agrees that the Collateral is free from any other claim or encumbrance except for Secured Party's. Debtor warrants that there are no other Financing Statements outstanding with respect to the Collateral, and Debtor will notify Secured Party before signing or authorizing the signing of any Financing Statement with respect to the Collateral.

(F) Debtor will keep the Collateral in good order and repair and will pay all taxes, assessments or charges which may be levied or assessed against the same, and in the event of its failure to comply with the foregoing, any amounts expended by Secured Party as it, in its sole discretion may deem to be necessary to repair or put the Collateral into operating condition or to pay any and all taxes, assessments and charges to be discharged, shall be considered an Obligation which is secured by this Security Agreement.

(G) Debtor will keep the Collateral insured for full value against all insurable risks, with loss payable to Secured Party as its interest may appear under the policies which are subject to cancellation upon no less than thirty (30) days written notice to Secured Party. Should Debtor fail to procure such insurance, Secured Party may procure the same and the cost thereof shall be considered an Obligation.

(H) Debtor will pay all indebtedness arising from advances by Secured Party on Debtor's behalf for the purchase of inventory; indebtedness shall include the principal amount of such advances, plus charges, at Secured Party's option, agreed to between the parties from time to time, in accordance with the following:

- (i) Any Statements of Account furnished by Secured Party to Debtor shall be conclusively presumed to be evidence of such prior agreement, unless objected to within ten (10) days after receipt thereof.
- (ii) Debtor agrees to pay all interest as agreed to in the Statements of Account furnished by Secured Party. If for any reason the interest rate is not agreed to, the interest rate shall be the greater of the prime rate or the rate in effect at the time the advance was made.



the rates to be agreed upon and noted in the Statements of Account are unenforceable, Debtor shall be deemed to have agreed to the rate allowable under applicable state law.

(iii) In no event, whether by \_\_\_\_\_, acceleration of payment or otherwise, shall the annual \_\_\_\_\_ charges, as applied on a per annum basis to the total amount of credit extended to Debtor, exceed that permitted by applicable law and Debtor's sole remedy shall be Secured Party's obligation to adjust Debtor's continuing credit account to the extent required to conform to applicable law and this Agreement.

(iv) All Obligations shall be payable by Debtor when due as indicated on any statements submitted to Debtor, and in any event upon the sale or other disposition by Debtor of any item of inventory unless otherwise agreed to by Secured Party. Until the proceeds of such sale or disposition have been paid to Secured Party, Debtor shall hold the entire sale proceeds IN TRUST for Secured Party, separate and apart from Debtor's funds and goods.

(v) Any failure by Debtor to pay any indebtedness represented by any item of inventory sold or otherwise disposed of by Debtor shall have the immediate effect of accelerating all Obligations then outstanding, at Secured Party's option, whether or not then due and payable. Debtor agrees to pay reasonable attorney fees as permitted by applicable state law together with costs incurred by Secured Party in the collection of any Obligations or the enforcement of Secured Party's remedies as provided elsewhere.

5. DEFAULT - Any of the following shall constitute a Default under this Agreement:

(A) Any breach or failure by Debtor to pay, observe, or perform any of its Obligations or representations and undertakings hereunder or any other agreement between the parties.

(B) Any material misrepresentation by Debtor in connection with the information concerning Debtor's business and financial condition supplied to Secured Party.

(C) Debtor's becoming insolvent, or making an assignment for the benefit of creditors, the filing of a petition in bankruptcy by or against the Debtor, the commencement of proceedings for the appointment of a receiver for Debtor or the commencement of proceedings for reorganization or composition with creditors under any federal or state insolvency law, or if any or all of the Collateral shall be levied upon.

6. REMEDIES - In the event of any Default, Secured Party shall have all of the rights and remedies of a Secured Party as provided in the Uniform Commercial Code in effect in the state in which Debtor conducts its business; and in addition, the right to:

(A) Declare all unpaid Obligations immediately due and payable.

(B) Take possession of all or any of the Collateral then in the possession of Debtor, or wherever found, and for that purpose Secured Party may enter the premises of Debtor, who agrees to assemble and deliver the Collateral at a place reasonably convenient to both parties.

(C) Deduct from the proceeds of sale of Collateral any unpaid Obligations, any attorney's fees, as permitted by applicable state law, whether incurred through judicial proceedings or otherwise, court costs incurred by Secured Party, other expenses such as moving, storage and repair of the collateral, any expenses incurred for the preservation or renovation of the Collateral for purposes of sale as Secured Party may be entitled to under the Uniform Commercial Code.

(D) Debtor agrees that a private sale of any of the goods to a dealer in those types of goods for the amount originally paid for that item or any lesser fair price is a commercially reasonable sale of that item. Further, Debtor agrees that the delivery of any of the goods to the distributor or manufacturer, with a request that it repurchase that item as provided in any repurchase agreement with Secured Party, is a commercially reasonable sale of that item. Any surplus shall be paid to Debtor, and Debtor agrees to pay any deficiency immediately upon demand.

7. GENERAL -

(A) It is understood and agreed, any law, custom or usage to the contrary, that Secured Party shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or practice on the part of Secured Party in refraining from so doing at any time or times; further that the failure of Secured Party at any time or times to enforce its rights under this Agreement strictly in accordance with the same, shall not result in an alteration or waiver of any of the specific terms and provisions of this Agreement, or be construed as having modified the same.

Debtor and Secured Party hereby waive any and all right to trial by jury in any action brought to enforce this Agreement or any amendment thereto or any action brought to enforce payment of any Obligations owing Secured Party.

(B) This Agreement may not be modified, altered or amended except by a further agreement in writing signed by the parties hereto.

(C) Any provision of the Agreement found upon judicial interpretation or construction to be void or prohibited by law shall not invalidate the remaining provisions hereof.

(D) Debtor hereby irrevocably appoints Secured Party, including any of its employees as it may designate, as its true and lawful attorney-in-fact, with power of substitution, to do the following in its place and stead; to execute and deliver in the name of Debtor any chattel mortgages and financing statements; to endorse Debtor's name upon any notes, checks, drafts, money orders and other forms of instruments made payable to Debtor, and generally to do and perform all acts and all things necessary in discharge of the power hereby granted, which shall specifically include the making of any acknowledgments and affidavits necessary for the filing or recording of any or all of the foregoing.

(E) This Agreement, and all the rights and Obligations of the parties thereto, shall be governed by the laws of the State of Ohio. Debtor agrees that any lawsuit may properly be filed in the state and federal courts of Ohio.

The foregoing powers are coupled with an interest and shall be considered irrevocable without prior written consent of Secured Party for such time as any Obligations may remain outstanding.

8. Secured Party may assign the benefits of this Security Agreement to a third party, whereupon Secured Party's assignee shall be entitled thereto and Debtor shall thereupon be obligated to Secured Party's assignee for the payment of Obligations and the performance of all other obligations for which it is bound hereunder.

9. Hazardous Waste Indemnification - Debtor shall indemnify and hold harmless Secured Party, its parent company, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance on, under or about Debtor's property or operations or property leased to Debtor, including but not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). For these purposes, the term "hazardous substances" means any substance which is or becomes designated as "hazardous" or "toxic" under any federal, state, or local law. This indemnity shall survive repayment of Debtor's obligations to Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their proper officers and their seal to be affixed this 29 day of

January 1996.

ATTEST:  
(or witness)

[Signature] (Seal)  
Secretary

By

Paul Sykitch  
(Debtor)

Title: Owner

Frigidaire Financial Corporation  
(Secured Party)

By

[Signature]  
Credit Specialist

## PARTIES

Last name first if individual) and mailing address:

Sykitch, Paul  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) of Record names(s) (last name first if individual) and address for security interest information:

Frigidaire Financial Corporation  
PO Box 855  
Worthington, OH 43085

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

Frigidaire Financial Corporation

FINANCING STATEMENT CHANGE  
Uniform Commercial Code Form UCC-3  
IMPORTANT: Please read instructions on  
reverse side of page 4 before completing.

Filing No. (stamped by filing officer):

File # P-48335

Date, Time, Filing Office (stamped by filing officer):

Date 10-20-00

Docket # Continuation

Time 11:00 AM

Clearfield County Prothonotary Office

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ Real Estate Records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. P48335 filed with the:

- ☐ Secretary of the Commonwealth on (date) \_\_\_\_\_
- ☒ Prothonotary of Clearfield County on (date) 3/27/1996
- ☐ Real Estate Records of \_\_\_\_\_ County on (date) \_\_\_\_\_

## DESCRIPTION OF FINANCING STATEMENT CHANGE

- ☒ Continuation - The original Financing Statement identified above is still effective.
- ☐ Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- ☐ Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- ☐ Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- ☐ Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

## RETURN RECEIPT TO:

NCS Financial Services  
PO Box 24101  
Cleveland, Ohio 44124

EXHIBIT

C

EMENT - COUNTY ONLY  
ned by the Department of State.

REORDER FROM  
Register, In  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN 55303  
(612) 421-1713

## PARTIES

Name first if individual) and maili

Paul (owner)  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Signature Financial Corporation  
P.O. Box 886 855  
Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

Signature Financial Corporation

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
IMPORT, please read instructions on  
reverse of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by debtor consisting of but not limited to: accounts, chattels, instruments, real property, fixtures, inventory, equipment, electronic equipment, proceeds, crops, minerals, and the like (including oil and gas) as extracted on -

Proceeds of collateral are also covered

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1a

1b

RETURN RECEIPT TO:

Signature Financial Corporation  
XXXXXX  
XXXXXXXXXXXXXXXXXXXX

## PARTIES

Last name first if individual and maili

Sykitch, Paul (owner)  
 27 West Long Avenue  
 DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
 27 West Long Avenue  
 DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

NCS Financial Corporation  
 P.O. Box 24101  
 15801-0101 Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
 (required only if box(es) is checked above):

NCS Financial Corporation

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
 IMPOR Please read instructions on  
 reverse of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

File # 9-48335

Date 3-27-96

Docket # 13-364-06

Time 2:30pm

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, watches, jewelry, furnishings, commodities, refrigerators, freezers, toasters, ranges, microwave ovens, dishwashers, air conditioners, kitchen appliances, furniture, vacuum cleaners, lawn mowers, trailers, leaf blowers, riding mowers, chain saws, televisions, projection screens, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories owned by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced herein and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED.

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead minehead on -

the following real estate:

Street Address:

Described at: Book of (check one) ☐ Deeds ☐ Mortgages, at Page(s)

for County. Uniform Parcel Identifier

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 Paul Sykitch

Sykitch, Paul (owner) t/a Sykitch TV &amp; Appliance

1a

1b

RETURN RECEIPT TO:

XXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX

NCS FINANCIAL SERVICES GROUP  
 P.O. Box 24101  
 CLEVELAND, OHIO 44124

## PARTIES

Name first if individual) and mailin

Paul (owner)  
West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Frigitaire Financial Corporation  
P.O. Box 880 885  
Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

Frigitaire Financial Corporation

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
IMPORT: Please read instructions on  
reverse side of page 4 before completing.

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

File # 48335 Date 3-27-96Docket # 15-364-06 Time 2:30 pm

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, leafers, leaf blowers, chain trimmers, chain saws, televisions, projection cameras, electronic equipment, sewing machines, knitting machines, notions, computers, and equipment, including parts and accessories owned by Secured Party as listed in the Statement of Account furnished to the Debtor, and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED

- ☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

Sykitch, Paul (owner) t/a Sykitch TV & Appliance

RETURN RECEIPT TO:

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

NCS FINANCIAL SERVICES GROUP  
P.O. Box 24101  
CLEVELAND, OHIO 44124

REORDER FROM  
**Registré, Inc.**  
 314 PIERCE ST.  
 P.O. BOX 218  
 ANOKA, MN. 55303  
 (612) 422-1713

**FIDAVIT OF BUSINESS PUR** **USE**

Commonwealth of Pennsylvania

County of Clearfield

2/15, 1996

Paul Syktich being duly sworn according  
to law deposes and declares that:

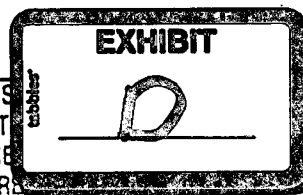
1. He/She is sole owner or general partner in \_\_\_\_\_  
Syktich TV & Appliance  
located at 27 West Long Avenue  
DuBois, PA 15801
2. That he/she has obtained a line of credit from \_\_\_\_\_  
Frigidaire Financial Corporation  
in excess of \$10,000.
3. That such funds shall be utilized solely in the business enterprise set  
forth above.
4. That he/she exercises actual control over the managerial decisions in  
the above business in which the said funds shall be utilized.
5. That he/she declares under the penalty of perjury that the above is true  
and correct.

Paul Syktich

Sworn to and Subscribed before me this 15<sup>th</sup> day  
of February, 1996.

Alice P. Kirk

NOTARIAL  
ALICE P. KIRK, NOT  
DuBOIS CITY, CLEARFIE  
MY COMMISSION EXPIRE





ELECTROLUX FINANCIAL CORP  
P. O. Box 855  
Worthington OH 43085

Monthly Statement : 09/30/2004  
SYKTICH TV & APPLIANCE SP / 8143752280



**Please Remit Payment to :**

ELECTROLUX FINANCIAL CORP  
Department 0754  
Columbus

OH 43271-0754

**Direct Correspondence to :**

ELECTROLUX FINANCIAL CORP  
P. O. Box 855  
Worthington

OH 43085

**Contact Telephone Number :** 800-388-1826

SYKTICH TV & APPLIANCE SP  
225 WEST LONG AVENUE  
DU BOIS

PA 15801

**Information**

This is the new format for the Monthly Statement. We have added more information and made page one the key summary of your account. If you have any que about the new design, please contact your account manager.

Reminder : The Security Agreement signed by your company requires all proceeds from the sale of EFC-financed inventory to be held IN TRUST, separate and from all other funds and goods, until such time they are remitted to EFC.

**Account Summary as of 09/30/2004**

Principal Balance	27,645.03	Interest Due	5,793.23
NSF Balance	0.00	Insurance Due	0.00
Orders Outstanding	0.00	Payments Due	27,645.03
Unapplied Credits	0.00	Total Due	33,438.26
Credit Limit	0.00		
Credit Available	0.00		

**Next Month's Rates**

Standard Renewal Rate 2.00% per month      Delinquent Rate 2.00% per month      NSF Rate 2.00% per month

The EFC Floorplan Insurance Rate is 11.9 cents per \$100.00 outstanding

**Interest and Charges Billed as of 09/30/2004**

	Interest/ Charges	Insurance	Total
Previous Balance Due	5,380.41	0.00	5,380.41
Payments Applied	0.00	0.00	0.00
Adjustments	0.00	0.00	0.00
Current Month Billing	412.82	0.00	412.82
Total Due By : 10/15/2004	5,793.23	0.00	5,793.23

**Payments Due Summary as of 09/30/2004**

Date Due	Amount
Past Due	27,645.03
Total Due	27,645.03



Invoice List

Type	Dist	Invoice	Date of Note	Free Days	Charges Start	Original Balance	Cash Applied	Credits Applied	Present Balance	Interest Due
SPP	ALMO DIS	4713040	04/09/2002	60		483.01	0.00	0.00	241.51	4.83
SPP	ALMO DIS	4911760	04/09/2002	60		2,777.00	0.00	0.00	1,388.50	27.77
SPP	ALMO DIS	5375160	04/23/2002	60		1,994.00	0.00	0.00	997.00	0.00
SPP	ALMO DIS	5378250	05/09/2002	60		2,431.00	0.00	0.00	1,215.50	24.31
SPP	ALMO DIS	5381000	04/29/2002	60		238.53	0.00	0.00	119.27	2.39
SPP	ALMO DIS	5559970	08/29/2002	60		1,294.00	0.00	0.00	1,294.00	25.88
SPP	ALMO DIS	5572792	09/06/2002	60		840.01	0.00	0.00	840.01	16.80
SPP	ALMO DIS	DX47570F	01/29/2003	64		90.00	0.00	0.00	90.00	1.80
SPP	ALMO DIS	J065970	06/04/2002	120		7,119.00	0.00	0.00	1,779.75	35.60
SPP	ALMO DIS	J065980	06/04/2002	60		357.00	0.00	0.00	178.50	0.00
SPP	DORRANCE	74220	01/23/2002	90		6,202.00	0.00	0.00	483.85	0.00
SPP	DORRANCE	75922	03/18/2002	60		898.00	0.00	0.00	449.00	8.98
SPP	DORRANCE	75923	03/18/2002	120		2,364.00	0.00	0.00	1,182.00	23.64
SPP	DORRANCE	76217	04/01/2002	100		3,072.76	0.00	0.00	1,024.25	0.00
SPP	DORRANCE	76218	04/01/2002	70		578.00	0.00	0.00	289.00	5.78
SPP	DORRANCE	76219	04/01/2002	100		3,349.00	0.00	0.00	1,116.33	0.00
SPP	DORRANCE	76517	04/02/2002	69		1,291.00	0.00	0.00	645.50	12.91
SPP	DORRANCE	76816	04/11/2002	90		1,637.00	0.00	0.00	924.14	18.48
SPP	DORRANCE	76818	04/11/2002	90		737.00	0.00	0.00	245.66	0.00
SPP	DORRANCE	76819	04/11/2002	120		1,630.00	0.00	0.00	815.00	8.15
SPP	DORRANCE	77326	04/26/2002	60		3,661.00	0.00	0.00	3,288.17	65.76
SPP	DORRANCE	77970	05/15/2002	56		556.00	0.00	0.00	278.00	5.56
SPP	DORRANCE	77971	05/15/2002	87		9,313.44	0.00	0.00	6,208.96	124.18
SPP	DORRANCE	78725	06/12/2002	90		4,584.00	0.00	0.00	1,528.00	0.00
SPP	DORRANCE	78726	06/12/2002	59		879.00	0.00	0.00	439.50	0.00
SPP	DORRANCE	78727	06/12/2002	90		1,024.86	0.00	0.00	341.62	0.00
SPP	DORRANCE	78728	06/12/2002	59		286.00	0.00	0.00	143.00	0.00
SPP	DORRANCE	78729	06/12/2002	59		197.90	0.00	0.00	98.95	0.00
SPP	DORRANCE	87988	04/04/2003	97		7,485.19	0.00	0.00	0.06	0.00
Subtotals for Scheduled Pay							0.00	0.00	27,645.03	412.82
Totals							0.00	0.00	27,645.03	412.82

Unapplied Credit Memos

Credit Memo No	Date	Amount
Total		0.00

Payments Due Detail

Scheduled Payments Due			Aged Product			Curtailments Due		
Date Due	Invoice	Value	Date Due	Invoice	Value	Date Due	Invoice	Value
03/25/2002	74220	483.85						
05/25/2002	75922	449.00						
05/25/2002	75923	591.00						
06/10/2002	4713040	241.51						
06/10/2002	4911760	1,388.50						
06/10/2002	76217	1,024.25						
06/10/2002	76218	289.00						
06/10/2002	76219	1,116.33						
06/10/2002	76517	645.50						
06/10/2002	76816	545.66						
06/10/2002	76818	245.66						
06/10/2002	76819	407.50						
06/10/2002	77326	1,457.67						
07/10/2002	5375160	997.00						
07/10/2002	5378250	1,215.50						
07/10/2002	5381000	119.27						
07/10/2002	76816	378.48						
07/10/2002	76819	407.50						
07/10/2002	77326	1,830.50						
07/10/2002	77970	278.00						
07/10/2002	77971	3,104.48						
07/10/2002	78725	1,528.00						
07/10/2002	78726	439.50						
07/10/2002	78727	341.62						
07/10/2002	78728	143.00						
07/10/2002	78729	98.95						
07/10/2002	J065980	178.50						
07/25/2002	75923	591.00						
08/10/2002	77971	3,104.48						
10/10/2002	5559970	647.00						
10/10/2002	5572792	420.00						
10/10/2002	J065970	1,779.75						
11/10/2002	5559970	647.00						
11/10/2002	5572792	420.01						
05/25/2003	DX47570F	45.00						
06/25/2003	DX47570F	45.00						
07/10/2003	87988	0.06						
<b>Total</b>		<b>27,645.03</b>						

**Total**

**0.00**

**Total**

**0.00**

**VERIFICATION**

I, RENAE WHITMOYER, Account Manager, Recoveries, of ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, verify that the statements made in the foregoing document 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.

**ELECTROLUX FINANCIAL CORPORATION**

A handwritten signature in cursive script, reading "Renae Whitmoyer", is written over a horizontal line.

Renae Whitmoyer

Account Manager, Recoveries

Dated: 10-25-04

3030175

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

FILED

NOV 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

--	--	--	--

TO THE ABOVE NAMED DEFENDANT:  
YOU ARE HEREBY NOTIFIED TO  
PLEAD TO THE ENCLOSED COMPLAINT  
WITHIN TWENTY (20) DAYS FROM THE  
DATE HEREON SERVED.

BY:   
KNUPP, KODAK & IMBLUM, P.C.

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

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

DOCKET # 100017  
NO: 04-1846-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: ELECTROLUX FINANCIAL CORPORATION  
vs.  
DEFENDANT: PAUL SYKTICH ind & t/a SYKTICH TV & APPLIANCE

**SHERIFF RETURN**

NOW, November 30, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON PAUL SYKTICH, Ind. DEFENDANT AT 225 West Long Ave., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAUL SYKTICH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

**FILED** *EGK*

DEC 09 2004

*3:00*  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100017  
NO: 04-1846-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: ELECTROLUX FINANCIAL CORPORATION  
vs.  
DEFENDANT: PAUL SYKTICH ind & t/a SYKTICH TV & APPLIANCE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KNUPP	16434	20.00
SHERIFF HAWKINS	KNUPP	16433	38.62

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2004

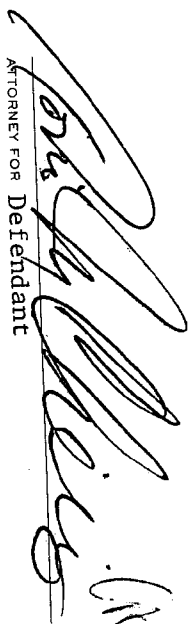
So Answers,



Chester A. Hawkins  
Sheriff



LAW OFFICES  
GLEASON, CHERRY & CHERRY, L.L.P.  
P. O. Box 505  
Du Bois, Pennsylvania 15801-0505  
ONE NORTH FRANKLIN STREET

  
\_\_\_\_\_  
ATTORNEY FOR Defendant

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE,  
Defendant

: No. 04 - 1846 C.D.

: Type of Case: CIVIL

: Type of Pleading: DEFENDANT'S  
: PRELIMINARY OBJECTIONS TO  
: PLAINTIFF'S COMPLAINT

: Filed on Behalf of: PAUL SYKTICH,  
: Individually and Trading As  
: SYKTICH TV & APPLIANCE

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.  
: Supreme Court No.: 30205

: GLEASON, CHERRY AND  
: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

: (814) 371-5800

FILED <sup>2cc</sup>  
018:49:01  
FEB 03 2005

*Bed*  
William A. Shaw  
Prothonotary/Clerk of Courts

*Atty T. Cherry*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

:  
:  
:  
: No. 04 - 1846 C.D.  
:  
:  
:

vs.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE,  
Defendant

:  
:  
:  
:  
:  
:  
:

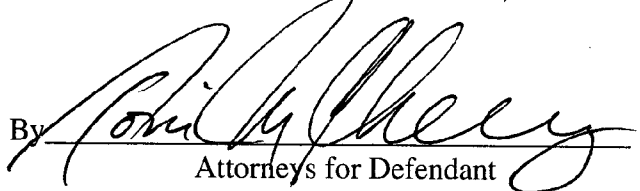
**NOTICE TO PLEAD**

To The Within Plaintiff:

YOU ARE HEREBY NOTIFIED TO  
PLEAD TO THE WITHIN PRELIMINARY  
OBJECTIONS WITHIN TWENTY (20) DAYS  
FROM THE DATE OF SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P

By

  
Attorneys for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,	:
Formerly Known As FRIGIDAIRE FINANCIAL	:
CORPORATION,	:
Plaintiff	: No. 04 - 1846 C.D.
vs.	:
PAUL SYKTICH, Individually and Trading As	:
SYKTICH TV & APPLIANCE,	:
Defendant	:

**DEFENDANT'S PRELIMINARY OBJECTIONS TO**  
**PLAINTIFF'S COMPLAINT**

Defendant, PAUL SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE, by his undersigned attorneys, preliminarily objects to Plaintiff's Complaint as follows:

**I. Preliminary Objection Raising Plaintiff's Lack of Capacity to Sue Pursuant to Pa. R.C.P. 1028(a)(5)**

1. The Plaintiff, ELECTROLUX FINANCIAL CORPORATION, alleges in Paragraph 1 of its Complaint that it is a corporation organized and existing under the laws of the State of Delaware with a principal office and place of business in the State of Ohio.
2. The Plaintiff in this action lacks the capacity to sue because it is obviously a foreign corporation and the undersigned believes and therefore avers that Plaintiff has never procured a Pennsylvania Certificate of Authority.

3. That there are no documents attached to the Complaint which would support any assertion in the Complaint of any agreement between Plaintiff and Defendant.

4. That Plaintiff's Complaint fails to establish that any rights of FRIGIDAIRE FINANCIAL CORPORATION against Defendant have been assigned to Plaintiff.

WHEREFORE, Defendant respectfully requests that Your Honorable Court dismiss Plaintiff's Complaint.

**II. Preliminary Objection Raising Insufficient Specificity of Plaintiff's Complaint Pursuant to Pa. R.C.P. 1028(a)(3)**

5. Paragraph 9 of Plaintiff's Complaint alleges that "[d]efendant has defaulted under the terms of the Agreements between the parties by failing to make proper payments when due and owing."

6. Pa. R.C.P. 1019(f) requires that "averments of time, place and items of special damage shall be specifically stated."

7. The aforementioned Paragraph 9 fails to state in any respect the time or times of the alleged default or defaults and fails to state in any respect the time or times when Defendant failed to make proper payments when due and owing.

8. The aforementioned Paragraph 9 fails to state with sufficient specificity the items received by Defendant and sold by Defendant for which payment was not made to Plaintiff.

9. Pa. R.C.P. 1019(a) requires that the material facts on which a cause of action is based shall be stated in a concise and summary form.

10. Plaintiff's Complaint fails to set forth with sufficient specificity what payments were due and owing by Defendant to Plaintiff in accordance with the alleged agreements

entered into between the parties; for what items allegedly purchased by Defendant for which said payments were due and owing; and when payments were due and owing so that Defendant can determine when or if a default even occurred.

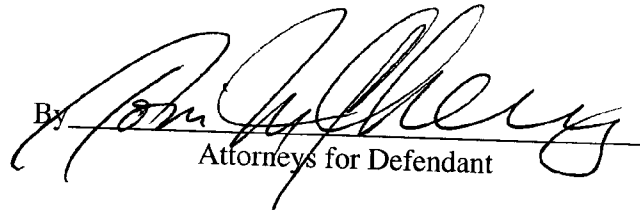
11. Plaintiff's Complaint lacks sufficient specificity to apprise Defendant of the actual amounts claimed by Plaintiff to be due and fails to allege with sufficient specificity when said amounts became due so as to allow Defendant to adequately prepare and assert defenses to Plaintiff's allegations, and/or to identify and join any potentially responsible parties as additional defendants.

WHEREFORE, Defendant, PAUL SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE, respectfully requests Your Honorable Court to order Plaintiff to more specifically plead the following:

- (a) What items Plaintiff contends Defendant has not paid for;
- (b) When the payments were due for said items;
- (c) The amount of payments to be made on each item; and
- (d) When default occurred.

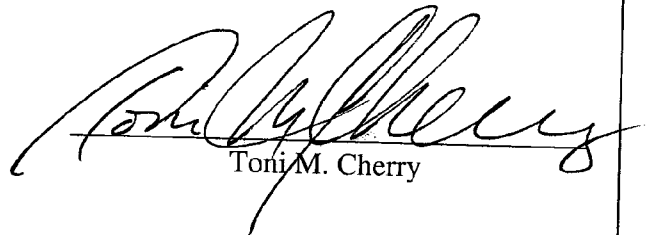
Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Attorneys for Defendant

## **VERIFICATION**

I, TONI M. CHERRY, ESQ., counsel for Defendant, verify that the information provided in the foregoing Preliminary Objections to Plaintiff's Complaint is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Toni M. Cherry

DATED: February 2, 2005

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE,  
Defendant

No. 04 - 1846 C.D.

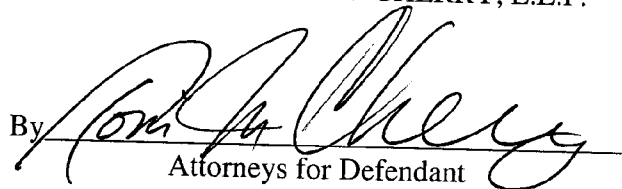
**CERTIFICATE OF SERVICE**

I hereby certify that on this 3<sup>rd</sup> day of February, 2005, a certified copy of Defendant's Preliminary Objections to Plaintiff's Complaint was served upon ROBERT D. KODAK, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ROBERT D. KODAK, ESQ.  
Knupp, Kodak & Imblum, P.C.  
Attorneys at Law  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Defendant

Dated: February 3, 2005



ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION

Plaintiff

v.

PAUL SYKTICH, Individually and Trading As  
SYKTICH & APPLIANCE

Defendant

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

: NO. 04-1846 C.D.

: CIVIL DIVISION - LAW  
:  
:  
:

**PLAINTIFF'S ANSWER TO**  
**DEFENDANT'S PRELIMINARY OBJECTIONS**

AND NOW, this 25<sup>th</sup> day of February, 2005, comes Plaintiff, Electrolux Financial Corporation formerly known as Frigidaire Financial Corporation, by and through its attorneys, Robert D. Kodak, Esquire, Knupp, Kodak & Imblum, P.C., and answers Defendant's Preliminary Objections as follows:

**I. Preliminary Objections Raising Plaintiff's Lack of Capacity  
to Sue Pursuant to Pa. R.C.P. 1028(a)(5)**

**FILED**

MAR 01 2005

4/10:15/1  
William A. Shaw

Prothonotary/Clerk of Courts  
1 CEM TO ATTY

1. Admitted.
2. Denied. As per the public access records of the Department of State of Pennsylvania, Corporation Bureau, a true and correct copy of which is marked as Exhibit "A" attached hereto and made a part hereof, Plaintiff is fully able to engage in business in the Commonwealth of Pennsylvania.
3. Denied. Plaintiff's Caption itself indicates it is Electrolux Financial Corporation formerly known as Frigidaire Financial Corporation which sets forth the relationship between the Parties.

4. Admitted in part and denied in part. It is admitted that there has been no Assignment; however, it is denied that any Assignment was necessary since the change from Frigidaire Financial Corporation to Electrolux Financial Corporation was merely a change of the corporate name. Please refer to the true and correct copy of the records as reflected by the Secretary of State of Delaware, attached hereto, marked as Exhibit "B" and made a part hereof.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to dismiss Count I of Defendant's Preliminary Objections.

**II. Preliminary Objections Raising Insufficient Specificity of Plaintiff's Complaint Pursuant to Pa. R.C.P. 1028(a)(3)**

5. Admitted.

6. Admitted.

7. Denied. Plaintiff's Complaint, along with the Exhibits attached thereto set forth exactly what defaults took place and for which items Plaintiff remains unpaid.

8. Denied. Plaintiff's answer to Paragraph 7, *supra*, is incorporated fully and at length herein.

9. Admitted.

10. Denied. Plaintiff's Complaint, together with the Exhibits attached hereto and incorporated therein, fully disclose which items were purchased by Defendant and for which items the monies are still due and owing.

11. Denied. Plaintiff's Complaint fully and specifically apprizes the Defendant of the actual amounts claim as due by Plaintiff and for which outstanding Invoices. If Defendant needs further detail, same should be requested through discovery, either written or oral, as discovery is the proper method of proceeding for additional detail. By way of further answer, said detail is not required to be pled in the Complaint.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to dismiss Count II of Defendant's Preliminary Objections and issue an Order requiring Defendant to plead to Plaintiff's Complaint.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Fax: (717) 238-7158

**PENNSYLVANIA**  
**Department of State**

PA Keyword

Search



Advanced Search

[DOS Homepage](#)

## Entity Details

## Request

- [New Request](#)
- [Free Search](#)
- [General Name Search](#)
- [Old Name Search](#)
- [Orphan Search](#)

## Basic Entity Information

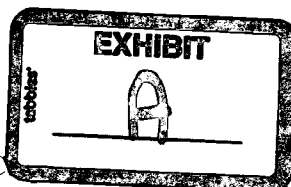
**Entity Type** FOREIGN BUSINESS CORPORATION  
**Entity Name** ELECTROLUX FINANCIAL CORPORATION  
**Entity No.** 1586079  
**Filing Date** 07/31/1990 **Letter of Consent** No  
**Address** % C T CORPORATION SYSTEM  
- Pennsylvania USA  
**County** Philadelphia **Jurisdiction** DE  
**Purpose** -  
**Limited Authority** No

## Corporate Officers

**Updated Date** 07/31/1990  
**President** W M DIGGIN  
**Secretary** D R ELLIOTT  
**Treasurer** R M HENRY  
**Vice-President** T B COOK

## Instrument History

Doc Type	Microfilm#	Micro# Start	Micro# End	Filing Date
AMENDED CERT. OF AUTHORITY-- BUSINESS	2004010	376	378	02/06/2004
AMENDED CERT. OF AUTHORITY-- BUSINESS	9291	1083	1083	12/07/1992
CERTIFICATE OF AUTHORITY - BUSINESS	9036	531	532	07/31/1990

[Back](#)[Home](#) | [Site Map](#) | [View as Text Only](#)

# Delaware

PAGE 1

*The First State*

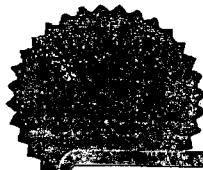
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "FRIGIDAIRE FINANCIAL CORPORATION", CHANGING ITS NAME FROM "FRIGIDAIRE FINANCIAL CORPORATION" TO "ELECTROLUX FINANCIAL CORPORATION", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF DECEMBER, A.D. 2003, AT 1:04 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID RESTATED CERTIFICATE IS THE FIRST DAY OF JANUARY, A.D. 2004.

2187090 8100

030796669

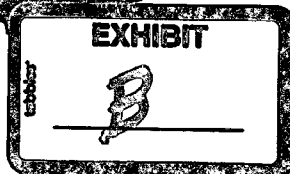


*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

EXHIBIT

CERTIFICATION: 2804674

DATE: 12-11-03

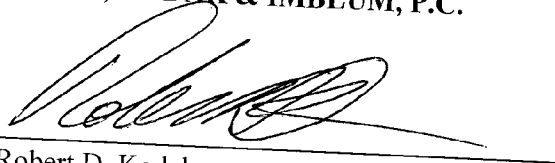


**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that I have this date served a true and correct copy of the Plaintiff's Answer to Defendant's Preliminary Objections in the above-captioned matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ATTORNEY AT LAW  
GLEASON CHERRY AND CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS PA 15801

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: 2/25/05

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

---

---

H. J. W.

HARRISBURG, PA 17108-1848



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

No. 04 - 1846 C.D.

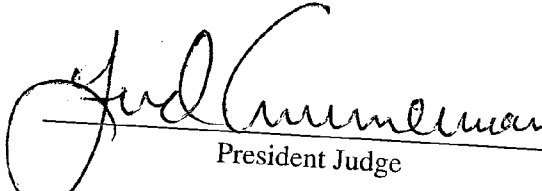
vs.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE,  
Defendant

**ORDER**

AND NOW, this 9 day of March, 2005, Defendant, PAUL  
SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE, having filed  
Preliminary Objections to Plaintiff's Complaint, an argument on Preliminary Objections is  
hereby scheduled for the 29 day of March, 2005, at 10:00 o'clock  
A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Second Floor, Clearfield,  
Pennsylvania.

BY THE COURT:

  
President Judge

FILED  
0132161  
MAR 09 2005

William A. Shaw  
Prothonotary/Clerk of Courts

2cc  
Amy T. Cherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

No. 04 - 1846 C.D.

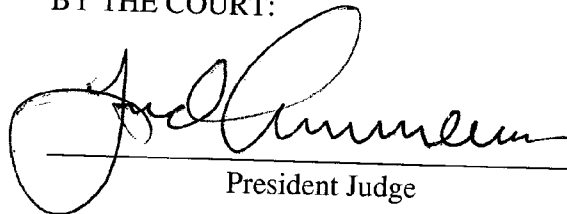
vs.

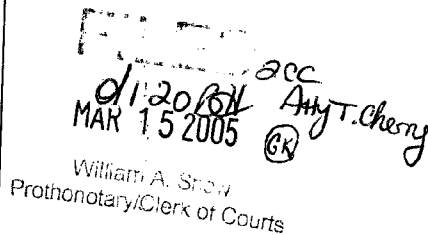
PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE,  
Defendant

**AMENDED ORDER**

AND NOW, this 15 day of March, 2005, Defendant, PAUL SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE, having filed Preliminary Objections to Plaintiff's Complaint, an argument on Preliminary Objections is hereby scheduled for the 14 day of April, 2005, at 9:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Second Floor, Clearfield, Pennsylvania.

BY THE COURT:

  
President Judge

  
William A. Snow  
Prothonotary/Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

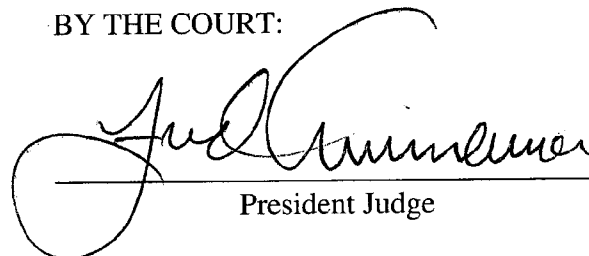
ELECTROLUX FINANCIAL CORPORATION,	:	
Formerly Known As FRIGIDAIRE FINANCIAL	:	
CORPORATION,	:	
Plaintiff	:	No. 04 - 1846 C.D.
	:	
vs.	:	
	:	
PAUL SYKTICH, Individually and Trading As	:	
SYKTICH TV & APPLIANCE,	:	
Defendant	:	

**ORDER**

AND NOW, this 13<sup>th</sup> day of April, 2005, Plaintiff having provided proof of its Certificate of Authority to conduct business in the Commonwealth of Pennsylvania as a foreign corporation and thus has capacity to sue, Defendant's Preliminary Objection I is dismissed.

Preliminary Objection II raising insufficient specificity of Plaintiff's Complaint is hereby granted and Plaintiff is hereby directed to file an Amended Complaint within thirty (30) days from this date.

BY THE COURT:

  
\_\_\_\_\_  
President Judge

FILED

APR 13 2005

6/3:05/2  
William A. Shaw  
Prothonotary/Clerk of Courts

4 CENT TO ATTOR

ELECTROLUX FINANCIAL CORPORATION, Formerly  
Known As FRIGIDAIRE FINANCIAL CORPORATION

v.

PAUL SYKTICH, Individually and Trading As SYKTICH  
TV & APPLIANCE

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2004-01846-CD

CIVIL DIVISION - LAW

**FILED** *no cc*  
*m 19:27*  
**OCT 03 2005** *(LM)*  
William A. Shaw  
Prothonotary/Clerk of Courts

**NOTICE**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 REDUCED FEE OR NO FEE.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE - 1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

**AVISO**

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE - 1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

ELECTROLUX FINANCIAL CORPORATION, Formerly  
Known As FRIGIDAIRE FINANCIAL CORPORATION

v.

PAUL SYKTICH, Individually and Trading As SYKTICH  
TV & APPLIANCE

Defendant

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

: NO. 2004-01846-CD

: CIVIL DIVISION - LAW

## **AMENDED COMPLAINT**

The Plaintiff, ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendants to recover the sum of THIRTY-THREE THOUSAND, FOUR HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$33,438.26), along with interest thereon from October 1, 2004 upon a cause of action of which the following is a statement:

1. The Plaintiff, ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, is a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at 294 East Campus View Boulevard, Columbus, Ohio 43535.
2. The Defendant, PAUL SYKTICH, is an adult individual trading and doing business as SYKTICH TV & APPLIANCE, having its principal office and place of business at 225 West Long Avenue, Dubois, Clearfield County, Pennsylvania 15801.
3. On the dates, in the amounts, and for the prices set forth in a true and correct copy of the Plaintiff's Invoices hereto attached, marked **Exhibit "A"** and made a part hereof, Plaintiff, at the special instance and oral request of the Defendant, sold and delivered goods, wares and merchandise of the kind and description set forth on

said Exhibit to the total amount of Twenty Seven Thousand Six Hundred Forty-Five Dollars and Three Cents (\$27,645.03).

4. On or about January 29, 1996, the Defendant did enter into an Inventory Floor Planning Agreement. A true and correct copy of said Agreement is attached hereto, marked as **Exhibit "B"** and made a part hereof.
5. On or about January 29, 1996, Defendant did enter into a Security Agreement - Inventory. A true and correct copy of said Agreement is attached hereto, marked as **Exhibit "C"** and made a part hereof.
6. By the terms of the Agreements attached hereto and found at Exhibits "B" and "C" and made a part hereof, Plaintiff provided financing for Defendant in the operation of his business.
7. By the terms of the Agreements found at Exhibits "B" and "C" herein, Plaintiff maintained a security interest in the inventory, and the proceeds thereof.
8. As further evidence of Plaintiff's security interest, true and correct copies of the UCC filings are attached hereto, marked collectively as **Exhibit "D"** and made a part hereof.
9. Plaintiff further attaches the Affidavit of Business Purpose executed by Defendant on or about February 15, 1996. Said Affidavit is marked as **Exhibit "E"** and made a part hereof.
10. Defendant has defaulted under the terms of the Agreements between the parties by failing to make proper payments when due and owing.

11. Due to Defendant's default in payment of said amount due and owing as aforesaid, interest has been added to said account in the total amount of Five Thousand Seven Hundred Ninety Three Dollars and Twenty-Three Cents (\$5,793.23), as shown on **Exhibit "F"** attached hereto and made a part hereof.

12. Defendant has failed and refused, despite repeated demands from Plaintiff, to pay the balance due under the Agreements between the parties.

WHEREFORE, Plaintiff brings this suit to recover from Defendants the sum of THIRTY-THREE THOUSAND, FOUR HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$33,438.26), along with interest thereon from October 1, 2004.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney ID No. 18041

Attorney for Plaintiff

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYKTIKH TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BCIS PA 15801

SF

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX47570
Date of Note:	01/29/2003
Charges Begin:	04/06/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

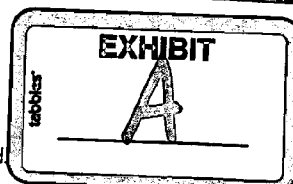
FFC has purchased the following product on your behalf and sent payment to: ALMC DIST OWN

**All units are payable to FFC upon the predetermined scheduled payment dates noted below**

Schedule Dates	Amount	Description
03/10/2003	1,973.50	MISCELLANEOUS
04/10/2003	1,973.50	MISCELLANEOUS

**TOTAL**

**3,947.00**





Kubra

07/03

2:54: PAGE 002/2 Kubra

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

	1 of 1
	DX47570F
	01/29/2003
	06/25/2003
	8143752280

SYKTICH TV & APPLIANCE  
225 WEST LONG AVENUE  
DO BOIS PA 15801

SP

**Please Remit To:**



(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST ONN

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

05/25/2003  
06/25/2003

45.00  
45.00

GIBSON APPL  
GIBSON APPL

CH # 4451  
CH # 4494

90.00

FFC 30423.TXT-25

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	J065970
Date of Note:	06/04/2002
Charges Begin:	10/02/2002
Due in Full By:	10/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,779.75	FRIGIDAIRE	
08/10/2002	1,779.75	FRIGIDAIRE	
09/10/2002	1,779.75	FRIGIDAIRE	
10/10/2002	1,779.75	FRIGIDAIRE	OK 4/1/02

FRIGIDAIRE FINANCIAL CORP.

Total 7,119.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	J065980
Date of Note:	06/04/2002
Charges Begin:	08/03/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

**Scheduled Date Due****Amount****Brand****Dealer Notes**

07/10/2002  
08/10/2002

178.50  
178.50

KAYE  
KAYE

OK 4524

**Total**

**357.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	74220
Date of Note:	01/23/2002
Charges Begin:	04/23/2002
Due In Full By:	04/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/25/2002			
03/25/2002	2,067.33	CROSLEY	
04/25/2002	2,067.33	CROSLEY	
	2,067.34	CROSLEY	CA # 4359

FRIGIDAIRE FINANCIAL CORP

**Total****6,202.00**

**FRIGIDAIRE FINANCIAL CORP.**  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	75922
Date of Note:	03/18/2002
Charges Begin:	05/17/2002
Due in Full By:	05/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	449.00	CROSLEY	CR#4409
05/25/2002	449.00	CROSLEY	CR#4451

FRIGIDAIRE FINANCIAL CORP.

**Total**

**898.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	75923
Date of Note:	03/18/2002
Charges Begin:	07/16/2002
Due in Full By:	07/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	591.00	CROSLEY	
05/25/2002	591.00	CROSLEY	
06/25/2002	591.00	CROSLEY	SA# 4451
07/25/2002	591.00	CROSLEY	4532

FRIGIDAIRE FINANCIAL CORP.

**Total****2,364.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76816
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	545.66	MISCELANEOUS	
06/10/2002	545.66	MISCELANEOUS	
07/10/2002	545.68	MISCELANEOUS	PH 4481

OK

FRIGIDAIRE FINANCIAL CORP.

Total

1,637.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76818
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	245.66	PREMIER	OK # 4481
06/10/2002	245.66	PREMIER	
07/10/2002	245.68	PREMIER	

FRIGIDAIRE FINANCIAL CORP.

Total

737.00



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76819
Date of Note:	04/11/2002
Charges Begin:	08/09/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	407.50	MISCELANEOUS	
06/10/2002	407.50	MISCELANEOUS	
07/10/2002	407.50	MISCELANEOUS	
08/10/2002	407.50	MISCELANEOUS	

OK

FRIGIDAIRE FINANCIAL CORP

**Total****1,630.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76217
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,024.25	ZENITH	
06/10/2002	1,024.25	ZENITH	
07/10/2002	1,024.26	ZENITH	CA # 4451

OK

FRIGIDAIRE FINANCIAL CORP.

Total

3,072.76

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76218
Date of Note:	04/01/2002
Charges Begin:	06/10/2002
Due In Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	289.00	CROSLEY	
06/10/2002	289.00	CROSLEY	CH 4481

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****578.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76219
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,116.33	CROSLEY	
06/10/2002	1,116.33	CROSLEY	
07/10/2002	1,116.34	CROSLEY	OK 4523

OK

FRIGIDAIRE FINANCIAL CORP.

**Total**

**3,349.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	77326
Date of Note:	04/26/2002
Charges Begin:	07/05/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	1,830.50	MISCELANEOUS	
07/10/2002	1,830.50	MISCELANEOUS	4491

OK

**Total**

**3,661.00**

# Almo Invoice

**Invoice #: 5378250****Invoice Date: 5/9/2002****Transaction Status: 1**

Approval Number: 5052

Plan Number: FP60

Invoice Total: \$2431.00

Discount: \$ 0.00

Charges: \$80.00

Bill to:

SYKTICH TV AND  
APPLIANCE  
225 WEST LONG AVENUE

DUBOIS, PA 15801

Dealer #: 552658P

## Invoice Details

Model Number	Quantity	Unit of Measure	Unit Price	Discount	Extended Price
FED367AS	1	EA	\$660.00		\$660.00
NF21014285				\$0.00	
10467144AT				\$0.00	
GLDB756AS	1	EA	\$225.00		\$225.00
TH21755954				\$0.00	
10393913AR				\$0.00	
GLRS264ZAW	1	EA	\$860.00		\$860.00
LA15205059				\$0.00	
NA				\$0.00	
MT2501C199	4	EA	\$149.00		\$596.00
60784423				\$0.00	
60985245				\$0.00	

61280360				\$0.00	
61548445				\$0.00	
NA				\$0.00	
FRT FUEL SURCHARGE	1	EA	\$10.00		\$10.00
NA				\$0.00	
NA				\$0.00	

Sep. 28. 2005 12:30PM ELECTROLUX

No. 0125 P. 4/4

May. 16. 2003 1:45PM Dorrance Supply

No. 0224 P. 17  
INVOICE

**DORRANCE SUPPLY COMPANY**  
1140 HUBBARD ROAD  
YOUNGSTOWN, OHIO 44505

Invoice No.: 77970  
Invoice Date: 05/15/02  
Page: 1

Sold To: SYKTICH TV  
225 West Long Avenue  
Dubois, PA 15801

Bill To: FRIGIDAIRE FINANCIAL CORP  
POST OFFICE BOX 855  
WORTHINGTON, OH 43086

Ship To: SYKTICH TV  
225 West Long Avenue  
Dubois, PA 15801

P.O. #	PAYMENT TERMS	APPROVAL#	PLAN #	DUE DATE
	60 DAY FLOOR PLAN	0115	5900	05/30/02

QTY	MODEL NO. DESCRIPTION	PRICE	PA1 BILL OF LADING NO.	PA2	NET EACH	FRT/EA	EXT AMT.
-----	--------------------------	-------	---------------------------	-----	-------------	--------	----------

2	CAWSB23JQ CROSELY 27" WASHER SERIAL NUMBERS cm1805939 SERIAL NUMBER CM1806971 nk/fp approval #0115 \$4500 4/28/02ak	278.00 /	B/L 81597-Y		278.00		556.00
---	--	-------------	-------------	--	--------	--	--------

WTY#4600428-428  
WTY#4566313-316  
WTY#4561331-339

I CERTIFY THIS TO BE A  
TRUE AND EXACT COPY OF  
THE ORIGINAL INVOICE

*Erica*  
*Controller*

\*\*\*THANK YOU FOR YOUR BUSINESS\*\*\*

SHIP VIA: WARD DELIVER PPD  
SALESPRN: Denny Miller

SUB TOTAL . . .	506.00
FREIGHT . . .	50.00
TAX . . .	
PAY THIS AMOUNT. . . . . >	556.00

A FINANCE CHARGE OF 1.75% WILL BE ASSESSED ON ALL PAST DUE AMOUNTS.



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78725
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,528.00	MISCELANEOUS	✓ 244 4523.
08/10/2002	1,528.00	MISCELANEOUS	
09/10/2002	1,528.00	MISCELANEOUS	

66

FRIGIDAIRE FINANCIAL CORP

Total	4,584.00
-------	----------

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78726
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

(814) 375-2280

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	439.50	MISCELANEOUS	
08/10/2002	439.50	MISCELANEOUS	Ch 4364
			OK
FRIGIDAIRE FINANCIAL CORP			
Total			879.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78727
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due in Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	341.62	MISCELANEOUS	
08/10/2002	341.62	MISCELANEOUS	
09/10/2002	341.62	MISCELANEOUS	CA# 4616

31

FRIGIDAIRE FINANCIAL CORP

**Total**

**1,024.86**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78726
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	439.50	MISCELANEOUS	
08/10/2002	439.50	MISCELANEOUS	Ch # 4564
			OK
			FRIGIDAIRE FINANCIAL CORP
Total			879.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78727
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	341.62	MISCELANEOUS	E CH 4613
08/10/2002	341.62	MISCELANEOUS	
09/10/2002	341.62	MISCELANEOUS	

OC

**Total**

**1,024.86**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Page:	1 of 1
Invoice Number:	78728
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

**All units are payable to FFC upon the predetermined scheduled payment dates noted below**

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	143.00	CROSLEY	
08/10/2002	143.00	CROSLEY	025 5564
			02
FRIGIDAIRE FINANCIAL CORP.			
Total			286.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78729
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	98.95	MISCELANEOUS	ch 4/5/24
08/10/2002	98.95	MISCELANEOUS	
FRIGIDAIRE FINANCIAL CORP.			0
Total			197.90

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington, OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	87938
Date of Note:	04/04/2003
Due in Full By:	07/10/2003
Account Number:	9143752280

SYKTICH TV & APPLIANCE SP  
225 WEST LONG AVENUE  
DU BOIS PA 15801

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

05/10/2003	2,495.06	MISCELLANEOUS	CH 4918
06/10/2003	2,495.06	MISCELLANEOUS	CH 4958
07/10/2003	2,495.07	MISCELLANEOUS	CH 4999

**TOTAL****7,485.19**



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4713040
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due In Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	241.50	MISCELANEOUS	
06/10/2002	241.51	MISCELANEOUS	OK 4451

**FRIGIDAIRE FINANCIAL CORP.**

<b>Total</b>	<b>483.01</b>
--------------	---------------

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4911760
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due in Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,388.50	MISCELANEOUS	
06/10/2002	1,388.50	MISCELANEOUS	ca = 4481
02			
FRIGIDAIRE FINANCIAL CORP.			
Total			2,777.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5375160
Date of Note:	04/23/2002
Charges Begin:	08/09/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	997.00	KAYE ✓	Ch# 4564
08/10/2002	997.00	KAYE ✓	

OK

FRIGIDAIRE FINANCIAL CORP

**Total****1,994.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5381000
Date of Note:	04/29/2002
Charges Begin:	07/02/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	119.26	MISCELANEOUS	
07/10/2002	119.27	MISCELANEOUS	CA # 4523

61

FRIGIDAIRE FINANCIAL CORP

**Total**

**238.53**

# INVENTORY-FLOOR PLANNING AGREEMENT

This Agreement is entered into this 29 day of January, 1996 between Sykitich, Paul (owner) t/a Sykitich TV & Appliance whose business address is 27 W. Long Ave. Dubois, Pa. (hereinafter Dealer) and Frigidaire Financial Corporation whose business address is 294 East Campus View Blvd. Columbus, Ohio 43235 (hereinafter FFC) for the purpose of establishing a floor planning arrangement for the acquisition and financing of inventory by Dealer.

Dealer sells and/or leases new and used Appliances & Electronics. Pursuant to this business, Dealer desires financing for its acquisition of inventory in the ordinary course of its business.

## 1. ADVANCES.

A. FFC may from time to time in its sole discretion and on presentation of the appropriate documentation advance monies to Dealer or the seller of goods on behalf of Dealer to enable Dealer to purchase inventory.

B. Dealer may apply for other loans or advances, but each application will be treated independently by FFC and must qualify in terms of eligibility and credit worthiness. Nothing contained in this Agreement, or any other agreement between Dealer and FFC, shall be construed to obligate FFC to advance funds to Dealer.

C. FFC shall make advances only upon the receipt by it of an invoice from the seller of goods or such other documents as it may in writing to Dealer specify as necessary to make advances under this Agreement.

## 2. REPAYMENT PROVISIONS.

A. All amounts due FFC for the advancement of funds as set forth in this Agreement or for any other sums due to FFC under any other agreement executed between the parties shall be payable by Dealer when due as indicated on any statement of account or monthly activity statement submitted to Dealer by FFC and in any event upon the sale or other disposition by Dealer of any item of inventory. Dealer agrees that all inventory financed by FFC shall remain subject to any security interest granted in any other agreement by Dealer to FFC. Dealer shall make payment on the following basis:

PAY AS SOLD - The outstanding principal of amounts advanced pursuant to this Agreement shall be repaid in full immediately upon the sale of any item of inventory.

SCHEDULE PAY - The Dealer shall pay on the specified days of each month the entire principal amount indicated on the statement of account or activity statement submitted to Dealer by FFC.

B. On a monthly basis on or before the 10th day of each month, Dealer shall pay to FFC interest and insurance computed on the average daily balance of all outstanding principal amounts as indicated on the statement of account or monthly activity statement furnished by FFC.

## 3. DEFAULT.

A very important element of this Agreement is that Dealer make all its payments promptly as agreed upon. Also essential is that the inventory continue to be in good condition and adequate security for the indebtedness. Dealer shall be in Default under this Agreement on the occurrence of any of the following events or conditions:

A. failure to make in a timely manner any payment required under this Agreement including a failure to pay any amount due when Dealer sells a floor planned item;

B. any warranty, representation, or statement now or hereafter furnished by or on behalf of Dealer to FFC in connection with this Agreement or any guaranty proves to be false or misleading in any material respect when furnished;

C. any judgment, writ, levy, lien, attachment, notice of tax lien, or similar process is entered or filed against Dealer or any of its property and is not vacated, bonded, or stayed to the satisfaction of FFC within thirty (30) days; or

D. death, dissolution, termination of existence, insolvency or business failure, or the filing of a voluntary or involuntary petition in bankruptcy by Dealer or any guarantors.

## 4. RIGHTS AND REMEDIES.

Upon Default or termination of this Agreement, FFC may, at its option and without notice, declare all or any part of the obligations of the Dealer to be due and payable, without the necessity of prior recourse to security, and FFC may exercise its Rights and Remedies under this Agreement or any other agreement to any security or guaranty executed in connection with this Agreement. All Rights and Remedies are cumulative and not exclusive. FFC may waive any Default under this Agreement, but no waiver of any of FFC's Rights under this Agreement shall constitute a waiver of such Rights with respect to any prior or subsequent Default.

## 5. DURATION AND TERMINATION

This Agreement shall be in effect from the date of execution until terminated. This agreement may be terminated by either party at any time upon the giving of written notice by certified mail return receipt requested to the other party. However, such termination shall not change any rights that may have accrued prior to the effective date of the termination.

This Agreement, and all rights and obligations of the parties thereto, shall be governed by the laws of the State of Ohio. In witness whereof, this Agreement has been duly executed on behalf of the undersigned this 29 day of January, 1996.

FRIGIDAIRE FINANCIAL CORPORATION

Sykitich, Paul (owner) t/a  
Sykitich TV & Appliance

BY:

Dorinda Broadwater  
Credit Specialist

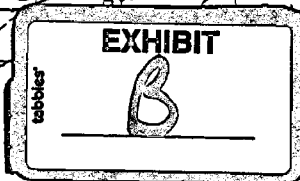
BY:

Paul Sykitich  
DEBTOR

ITS:

TITLE

TITLE



# SECURITY AGREEMENT - INVENTORY

1. PARTIES - The parties to this Security Agreement are Frigidaire Financial Corporation, (hereinafter "Secured Party") and Paul Sykitch, Paul (owner) t/a Sykitch TV & Appliances (hereinafter "Debtor").

2. ADVANCES - Debtor who is engaged in the business of buying, selling and generally dealing in new and used products may, from time to time, obtain from Secured Party such sums of money as Secured Party in its discretion may advance to Debtor (or on behalf of Debtor) for the purchase of Inventory, and which advances are to be secured by the security interest granted by this Agreement.

3. SECURITY INTEREST AND COLLATERAL - To secure repayment by Debtor of all Obligations (as defined below), Debtor hereby grants to Secured Party a continuing security interest in the following property of Debtor (hereinafter collectively called the "Collateral").

(A) All of Debtor's presently owned and hereafter acquired Inventory, wherever located but not limited to those addresses listed in section 4 (A), and all Proceeds thereof. The term "Inventory" means all of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, tractors, leaf blowers, string trimmers, chain saws, televisions, projection screens, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories financed by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and incorporated herein.

(B) All monies and credits owing or to become owing at any time to Debtor from any manufacturer and/or distributor selling Inventory to Debtor. Such monies and credits shall include, but not be limited to: rebates, factory credits, volume incentives, advertising credits and all other forms of monies or credits becoming payable at any time to Debtor from manufacturers and/or distributors.

(C) All of Debtor's presently owned and hereafter acquired Inventory which has been paid for by Debtor but remaining in Debtor's stock or possession which has been financed by Secured Party.

The term "Proceeds" as used above and elsewhere in this Agreement shall mean all cash and non-cash proceeds received by Debtor upon the sale or lease of Inventory, non-cash proceeds to include, without limitation, all accounts, contract rights, chattel paper, leases, rental contracts and instruments (as those terms are defined in the Uniform Commercial Code of the state in which Debtor is located) and any amounts payable pursuant to policies of insurance covering Inventory.

The term "Debtor Receivables" as used herein shall mean and include the monies and credits in which Secured Party is granted a security interest pursuant to (B) above.

The term "Obligations" as used in this Agreement shall mean and include the following:

(i) All indebtedness owing or to become owing for advances made by Secured Party for Debtor as contemplated by this Agreement.

(ii) Any other liabilities and obligation whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

## 4. DEBTOR'S REPRESENTATIONS AND AGREEMENTS -

(A) Debtor represents that its principal place of business is its address shown below:

27 W. Long Ave DuBois Clearfield Pa 15861  
Street Address City County State Zip

The collateral shall be kept at the above address and at the following additional address:

Street Address City County State Zip

Street Address City County State Zip

Street Address City County State Zip

Street Address City County State Zip

If Debtor has additional places of business, a separate listing of those locations is attached hereto. Debtor will notify Secured Party immediately in writing of any changes in its places of business and the removal of any Collateral from any of its places of business.

(B) Debtor will execute and deliver to Secured Party all financing statements requested by Secured Party and will pay all costs of filing the same; and authorizes Secured Party to sign financing statements for Debtor.

(C) Debtor shall keep complete and accurate records of its business, which shall be available for Secured Party's inspection at all reasonable times, and will furnish to Secured Party such information regarding its business and financial condition as may be requested; Secured Party may enter the premises of Debtor to perform reasonable inventory inspections.

(D) Debtor agrees that Secured Party may, at all times, use and apply any or all Debtor Receivables toward the payment of all Obligations which are due and unpaid, in whole or in part; that Secured Party may notify and direct the parties owing the same to make payment thereof to Secured Party for application to the payment of due and unpaid Obligations, without prior notification to Debtor.

(E) Debtor will not sell or otherwise transfer any Collateral or interest therein other than in its ordinary course of business. Debtor agrees that the Collateral is free from any other claim or encumbrance except for Secured Party's. Debtor warrants that there are no other Financing Statements outstanding with respect to the Collateral, and Debtor will notify Secured Party before signing or authorizing the signing of any Financing Statement with respect to the Collateral.

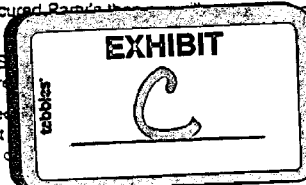
(F) Debtor will keep the Collateral in good order and repair and will pay all taxes, assessments or charges which may be levied or assessed against the same, and in the event of its failure to comply with the foregoing, any amounts expended by Secured Party as it, in its sole discretion may deem to be necessary to repair or put the Collateral into operating condition or to pay any and all taxes, assessments and charges to be discharged, shall be considered an Obligation which is secured by this Security Agreement.

(G) Debtor will keep the Collateral insured for full value against all insurable risks, with loss payable to Secured Party as its interest may appear under the policies which are subject to cancellation upon no less than thirty (30) days written notice to Secured Party. Should Debtor fail to procure such insurance, Secured Party may procure the same and the cost thereof shall be considered an Obligation.

(H) Debtor will pay all indebtedness arising from advances by Secured Party on Debtor's behalf for the purchase of Inventory; indebtedness shall include the principal amount of such advances, plus charges, at Secured Party's option, as provided to between the parties from time to time, in accordance with the following:

(i) Any Statements of Account furnished by Secured Party to Debtor, unless objected to within ten (10) days after receipt thereof.

(ii) Debtor agrees to pay all interest as agreed to between the parties from time to time, in accordance with the following: If for any reason the interest rate have originally agreed to an interest rate of no less than the greater of



shall be presumed to be evidence of such prior

the rates to be agreed upon and noted in the Statements of Account are unenforceable, Debtor shall be deemed to have agreed to the maximum rate allowable under applicable state law.

(iii) In no event, whether by acceleration of payment or otherwise, shall the annual interest charges, as applied on a per annum basis to the total amount of credit extended to Debtor, exceed that permitted by applicable law and Debtor's sole remedy shall be Secured Party's obligation to adjust Debtor's continuing credit account to the extent required to conform to applicable law and this Agreement.

(iv) All Obligations shall be payable by Debtor when due as indicated on any statements submitted to Debtor, and in any event upon the sale or other disposition by Debtor of any item of inventory unless otherwise agreed to by Secured Party. Until the proceeds of such sale or disposition have been paid to Secured Party, Debtor shall hold the entire sale proceeds IN TRUST for Secured Party, separate and apart from Debtor's funds and goods.

(v) Any failure by Debtor to pay any indebtedness represented by any item of inventory sold or otherwise disposed of by Debtor shall have the immediate effect of accelerating all Obligations then outstanding, at Secured Party's option, whether or not then due and payable. Debtor agrees to pay reasonable attorney fees as permitted by applicable state law together with costs incurred by Secured Party in the collection of any Obligations or the enforcement of Secured Party's remedies as provided elsewhere.

**5. DEFAULT -** Any of the following shall constitute a Default under this Agreement:

(A) Any breach or failure by Debtor to pay, observe, or perform any of its Obligations or representations and undertakings hereunder or any other agreement between the parties.

(B) Any material misrepresentation by Debtor in connection with the information concerning Debtor's business and financial condition supplied to Secured Party.

(C) Debtor's becoming insolvent, or making an assignment for the benefit of creditors, the filing of a petition in bankruptcy by or against the Debtor, the commencement of proceedings for the appointment of a receiver for Debtor or the commencement of proceedings for reorganization or composition with creditors under any federal or state insolvency law, or if any or all of the Collateral shall be levied upon.

**6. REMEDIES -** In the event of any Default, Secured Party shall have all of the rights and remedies of a Secured Party as provided in the Uniform Commercial Code in effect in the state in which Debtor conducts its business; and in addition, the right to:

(A) Declare all unpaid Obligations immediately due and payable.

(B) Take possession of all or any of the Collateral then in the possession of Debtor, or wherever found, and for that purpose Secured Party may enter the premises of Debtor, who agrees to assemble and deliver the Collateral at a place reasonably convenient to both parties.

(C) Deduct from the proceeds of sale of Collateral any unpaid Obligations, any attorney's fees, as permitted by applicable state law, whether incurred through judicial proceedings or otherwise, court costs incurred by Secured Party, other expenses such as moving, storage and repair of the collateral, any expenses incurred for the preservation or renovation of the Collateral for purposes of sale as Secured Party may be entitled to under the Uniform Commercial Code.

(D) Debtor agrees that a private sale of any of the goods to a dealer in those types of goods for the amount originally paid for that item or any lesser fair price is a commercially reasonable sale of that item. Further, Debtor agrees that the delivery of any of the goods to the distributor or manufacturer, with a request that it repurchase that item as provided in any repurchase agreement with Secured Party, is a commercially reasonable sale of that item. Any surplus shall be paid to Debtor, and Debtor agrees to pay any deficiency immediately upon demand.

**7. GENERAL -**

(A) It is understood and agreed, any law, custom or usage to the contrary, that Secured Party shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or practice on the part of Secured Party in refraining from so doing at any time or times; further that the failure of Secured Party at any time or times to enforce its rights under this Agreement strictly in accordance with the same, shall not result in an alteration or waiver of any of the specific terms and provisions of this Agreement, or be construed as having modified the same.

Debtor and Secured Party hereby waive any and all right to trial by jury in any action brought to enforce this Agreement or any amendment thereto or any action brought to enforce payment of any Obligations owing Secured Party.

(B) This Agreement may not be modified, altered or amended except by a further agreement in writing signed by the parties hereto.

(C) Any provision of the Agreement found upon judicial interpretation or construction to be void or prohibited by law shall not invalidate the remaining provisions hereof.

(D) Debtor hereby irrevocably appoints Secured Party, including any of its employees as it may designate, as its true and lawful attorney-in-fact, with power of substitution, to do the following in its place and stead: to execute and deliver in the name of Debtor any chattel mortgages and financing statements; to endorse Debtor's name upon any notes, checks, drafts, money orders and other forms of instruments made payable to Debtor, and generally to do and perform all acts and all things necessary in discharge of the power hereby granted, which shall specifically include the making of any acknowledgments and affidavits necessary for the filing or recording of any or all of the foregoing.

(E) This Agreement, and all the rights and Obligations of the parties thereto, shall be governed by the laws of the State of Ohio. Debtor agrees that any lawsuit may properly be filed in the state and federal courts of Ohio.

The foregoing powers are coupled with an interest and shall be considered irrevocable without prior written consent of Secured Party for such time as any Obligations may remain outstanding.

8. Secured Party may assign the benefits of this Security Agreement to a third party, whereupon Secured Party's assignee shall be entitled thereto and Debtor shall thereupon be obligated to Secured Party's assignee for the payment of Obligations and the performance of all other obligations for which it is bound hereunder.

9. Hazardous Waste Indemnification - Debtor shall indemnify and hold harmless Secured Party, its parent company, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance on, under or about Debtor's property or operations or property leased to Debtor, including but not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). For these purposes, the term "hazardous substances" means any substance which is or becomes designated as "hazardous" or "toxic" under any federal, state, or local law. This indemnity shall survive repayment of Debtor's obligations to Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their proper officers and their seal to be affixed this 29 day of

January 1996.

ATTEST:  
(or witness)

[Signature] (Seal)  
Secretary

By

Title:

Sykitch, Paul (owner) t/a  
Sykitch TV & Appliances  
Paul Sykitch  
(Debtor)  
Owner

Fridaire Financial Corporation  
(Secured Party)

By

[Signature]  
Credit Specialist

## PARTIES

Last name first if individual) and mailing address:

Sykitch, Paul  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) of Record names(s) (last name first if individual) and address for security interest information:

Frigidaire Financial Corporation  
PO Box 855  
Worthington, OH 43085

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

Frigidaire Financial Corporation

FINANCING STATEMENT CHANGE  
Uniform Commercial Code Form UCC-3  
IMPORTANCE: Please read instructions on  
reverse side of page 4 before completing

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):  
File # P-48335 Date 10-20-00

Docket # Continuation Time 11:00 AM

Clearfield County Prothonotary Office

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ Real Estate Records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. P48335

filed with the:

- ☐ Secretary of the Commonwealth on (date) \_\_\_\_\_
- ☒ Prothonotary of Clearfield County on (date) 3/27/1996
- ☐ Real Estate Records of \_\_\_\_\_ County on (date) \_\_\_\_\_

DESCRIPTION OF FINANCING STATEMENT CHANGE

- ☒ Continuation - The original Financing Statement identified above is still effective.
- ☐ Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- ☐ Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- ☐ Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- ☐ Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RETURN RECEIPT TO:

NCS Financial Services  
PO Box 24101  
Cleveland, Ohio 44124

EXHIBIT

D



same first if individual) and mail:

Paul (owner)  
West Long Avenue  
Jubois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

English Plaster Corporation  
P.O. Box 100 855  
Northington, OH 43025

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. ☐ already subject to a security interest in another county in Pennsylvania.  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. ☐ already subject to a security interest in another jurisdiction.  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

**Secured Party Signature(s)**  
(required only if box(es) is checked above):

### Positive Health Outcomes

Uniform Commercial Code Form UCC-1  
IMPORT, please read instructions on  
reverse of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.  
☒ Prothonotary of Clearfield County.  
☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

[illegible]

- ☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. ☐ crops growing or to be grown on -  
b. ☐ goods which are or are to become fixtures on -  
c. ☐ minerals or the like (including oil and gas) as extracted on -  
d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_  
for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

**Debtor Signature(s):**

Spitch, Paul (owner) t/a Spitch TV & Appliance

1a

16

RETURN RECEIPT TO:

XXXXXXXXXXXXXXXXXXXX

10/24 Prod. in  
10/24 Prod. in

## PARTIES

Last name first if individual) and maili

Sykitch, Paul (owner)  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Nightline Financial Corporation  
P.O. Box 885  
Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

NCS Financial Services Group

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
IMPOR Please read instructions on reverse of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing office)

File # 9-48335

Date 3-27-96

Docket # 15-364-06

Time 2:30pm

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, vehicles, boats, furniture, commodities, refrigerators, freezers, lawns, ranges, microwave ovens, dishwashers, air conditioners, kitchen or bath, furniture, various cleaners, lawn mowers, tractors, leaf blowers, string trimmers, chain saws, televisions, projection cameras, electronic equipment, sewing machines, knitting machines, notions, cameras, and the like, including parts and accessories owned by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then these goods as listed in the invoices purchased by the Secured Party, referenced herein and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED

- ☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead minehead on -

the following real estate:

Street Address:

Described at: Book of (check one) ☐ Deeds ☐ Mortgages, at Page(s) for County. Uniform Parcel Identifier☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1a

1b

RETURN RECEIPT TO:

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

NCS FINANCIAL SERVICES GROUP  
P.O. Box 24101  
CLEVELAND, OHIO 44124

## PARTIES

Name first if individual) and mailing

Paul (owner)  
West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Frigitaine Financial Corporation  
P.O. Box 885  
Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

Frigitaine Financial Corporation

*[Signature]*

*[Signature]*

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
IMPORT: Please read instructions on  
reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

File # 48335

Date 7-27-96

Docket # 15-314-01

Time 2:30 PM

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of but not limited to: washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, tractors, leaf blowers, string trimmers, chain saws, televisions, projection cameras, electronic equipment, sewing machines, knitting machines, notebars, computers, and the like, including cable and accessories (owned by Secured Party as listed in the Statement of Account furnished to the Debtor, and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoice purchased by the Secured Party referenced hereto and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED

- ☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described as: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

*[Signature]*

Sykitch, Paul (owner) t/a Sykitch TV &amp; Appliance

RETURN RECEIPT TO:

*[Signature]*

NCS FINANCIAL SERVICES GROUP  
P.O. Box 24101  
CLEVELAND, OHIO 44124

Please read instructions on  
of page 4 before completing

REORDER FROM  
**Registré, Inc**  
 314 PIERCE ST.  
 P.O. BOX 314  
 ANOKA, MN. 55303  
 (612) 431-1713

FIDAVIT OF BUSINESS PURPOSE

Commonwealth of Pennsylvania

County of Clearfield

2/15, 1996

Paul Syktich

to law deposes and declares that: \_\_\_\_\_ being duly sworn according

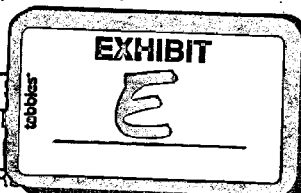
1. He/She is sole owner or general partner in \_\_\_\_\_  
Syktich TV & Appliance  
located at 27 West Long Avenue  
DuBois, PA 15801
2. That he/she has obtained a line of credit from \_\_\_\_\_  
Frigidaire Financial Corporation  
in excess of \$10,000.
3. That such funds shall be utilized solely in the business enterprise set forth above.
4. That he/she exercises actual control over the managerial decisions in the above business in which the said funds shall be utilized.
5. That he/she declares under the penalty of perjury that the above is true and correct.

Paul Syktich

Sworn to and Subscribed before me this 15<sup>th</sup> day  
of February, 1996.

Alice P. Kirk

NOTARIAL  
ALICE P. KIRK, NOT  
DuBOIS CITY, CLEARFI  
MY COMMISSION EXPIR



ELECTROLUX FINANCIAL CORP  
P. O. Box 855  
Worthington OH 43085

Monthly Statement : 09/30/2004  
SYKTICH TV & APPLIANCE SP / 8143752280



SYKTICH TV & APPLIANCE SP  
225 WEST LONG AVENUE  
DU BOIS  
PA 15801

**Please Remit Payment to :**

ELECTROLUX FINANCIAL CORP  
Department 0754  
Columbus

OH 43271-0754

**Direct Correspondence to :**

ELECTROLUX FINANCIAL CORP  
P. O. Box 855  
Worthington

OH 43085

Contact Telephone Number : 800-388-1826

**Information**

This is the new format for the Monthly Statement. We have added more information and made page one the key summary of your account. If you have any questions about the new design, please contact your account manager.

Reminder : The Security Agreement signed by your company requires all proceeds from the sale of EFC-financed inventory to be held IN TRUST, separate and apart from all other funds and goods, until such time they are remitted to EFC.

**Account Summary as of 09/30/2004**

Principal Balance	27,645.03	Interest Due	5,793.23
NSF Balance	0.00	Insurance Due	0.00
Orders Outstanding	0.00	Payments Due	27,645.03
Unapplied Credits	0.00	Total Due	33,438.26
Credit Limit	0.00		
Credit Available	0.00		

**Next Month's Rates**

Standard Renewal Rate 2.00% per month      Delinquent Rate 2.00% per month      NSF Rate 2.00% per month

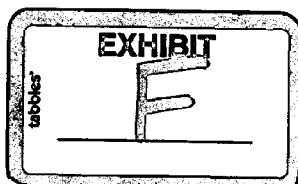
The EFC Floorplan Insurance Rate is 11.9 cents per \$100.00 outstanding

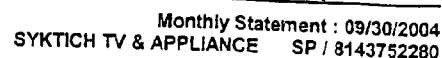
**Interest and Charges Billed as of 09/30/2004**

	Interest/ Charges	Insurance	Total
Previous Balance Due	5,380.41	0.00	5,380.41
Payments Applied	0.00	0.00	0.00
Adjustments	0.00	0.00	0.00
Current Month Billing	412.82	0.00	412.82
Total Due By : 10/15/2004	5,793.23	0.00	5,793.23

**Payments Due Summary as of 09/30/2004**

Date Due	Amount
Past Due	27,645.03
Total Due	27,645.03





Type	Dist	Invoice	Date of Note	Free Days	Charges Start	Original Balance	Cash Applied	Credits Applied	Present Balance	Interest Due
SPP	ALMO DIS	4713040	04/09/2002	60		483.01	0.00	0.00	241.51	4.83
SPP	ALMO DIS	4911760	04/09/2002	60		2,777.00	0.00	0.00	1,388.50	27.77
SPP	ALMO DIS	5375160	04/23/2002	60		1,994.00	0.00	0.00	997.00	0.00
SPP	ALMO DIS	5378250	05/09/2002	60		2,431.00	0.00	0.00	1,215.50	24.31
SPP	ALMO DIS	5381000	04/29/2002	60		238.53	0.00	0.00	119.27	2.39
SPP	ALMO DIS	5559970	08/29/2002	60		1,294.00	0.00	0.00	1,294.00	25.88
SPP	ALMO DIS	5572792	09/06/2002	60		840.01	0.00	0.00	840.01	16.80
SPP	ALMO DIS	DX47570F	01/29/2003	64		90.00	0.00	0.00	90.00	1.80
SPP	ALMO DIS	J065970	06/04/2002	120		7,119.00	0.00	0.00	1,779.75	35.60
SPP	ALMO DIS	J065980	06/04/2002	60		357.00	0.00	0.00	178.50	0.00
SPP	DORRANCE	74220	01/23/2002	90		6,202.00	0.00	0.00	483.85	0.00
SPP	DORRANCE	75922	03/18/2002	60		898.00	0.00	0.00	449.00	8.98
SPP	DORRANCE	75923	03/18/2002	120		2,364.00	0.00	0.00	1,182.00	23.64
SPP	DORRANCE	76217	04/01/2002	100		3,072.76	0.00	0.00	1,024.25	0.00
SPP	DORRANCE	76218	04/01/2002	70		578.00	0.00	0.00	289.00	5.78
SPP	DORRANCE	76219	04/01/2002	100		3,349.00	0.00	0.00	1,116.33	0.00
SPP	DORRANCE	76517	04/02/2002	69		1,291.00	0.00	0.00	645.50	12.91
SPP	DORRANCE	76816	04/11/2002	90		1,637.00	0.00	0.00	924.14	18.48
SPP	DORRANCE	76818	04/11/2002	90		737.00	0.00	0.00	245.66	0.00
SPP	DORRANCE	76819	04/11/2002	120		1,630.00	0.00	0.00	815.00	8.15
SPP	DORRANCE	77326	04/26/2002	60		3,661.00	0.00	0.00	3,288.17	65.76
SPP	DORRANCE	77970	05/15/2002	56		556.00	0.00	0.00	278.00	5.56
SPP	DORRANCE	77971	05/15/2002	87		9,313.44	0.00	0.00	6,208.96	124.18
SPP	DORRANCE	78725	06/12/2002	90		4,584.00	0.00	0.00	1,528.00	0.00
SPP	DORRANCE	78726	06/12/2002	59		879.00	0.00	0.00	439.50	0.00
SPP	DORRANCE	78727	06/12/2002	90		1,024.86	0.00	0.00	341.62	0.00
SPP	DORRANCE	78728	06/12/2002	59		286.00	0.00	0.00	143.00	0.00
SPP	DORRANCE	78729	06/12/2002	59		197.90	0.00	0.00	98.95	0.00
SPP	DORRANCE	87988	04/04/2003	97		7,485.19	0.00	0.00	0.06	0.00
Subtotals for Scheduled Pay							0.00	0.00	27,645.03	412.82
Totals							0.00	0.00	27,645.03	412.82

Credit Memo No	Date	Amount
<b>Total</b>		<b>0.00</b>

### Payments Due Detail

Scheduled Payments Due			Aged Product			Curtailments Due		
Date Due	Invoice	Value	Date Due	Invoice	Value	Date Due	Invoice	Value
03/25/2002	74220	483.85						
05/25/2002	75922	449.00						
05/25/2002	75923	591.00	Total		0.00	Total		0.00
06/10/2002	4713040	241.51						
06/10/2002	4911760	1,388.50						
06/10/2002	76217	1,024.25						
06/10/2002	76218	289.00						
06/10/2002	76219	1,116.33						
06/10/2002	76517	645.50						
06/10/2002	76816	545.66						
06/10/2002	76818	245.66						
06/10/2002	76819	407.50						
06/10/2002	77326	1,457.67						
07/10/2002	5375160	997.00						
07/10/2002	5378250	1,215.50						
07/10/2002	5381000	119.27						
07/10/2002	76816	378.48						
07/10/2002	76819	407.50						
07/10/2002	77326	1,830.50						
07/10/2002	77970	278.00						
07/10/2002	77971	3,104.48						
07/10/2002	78725	1,528.00						
07/10/2002	78726	439.50						
07/10/2002	78727	341.62						
07/10/2002	78728	143.00						
07/10/2002	78729	98.95						
07/10/2002	J065980	178.50						
07/25/2002	75923	591.00						
08/10/2002	77971	3,104.48						
10/10/2002	5559970	647.00						
10/10/2002	5572792	420.00						
10/10/2002	J065970	1,779.75						
11/10/2002	5559970	647.00						
11/10/2002	5572792	420.01						
05/25/2003	DX47570F	45.00						
06/25/2003	DX47570F	45.00						
07/10/2003	87988	0.06						
Total		27,645.03						



Sep. 28. 2005 12:30PM  
SEP-23-2005 19:22

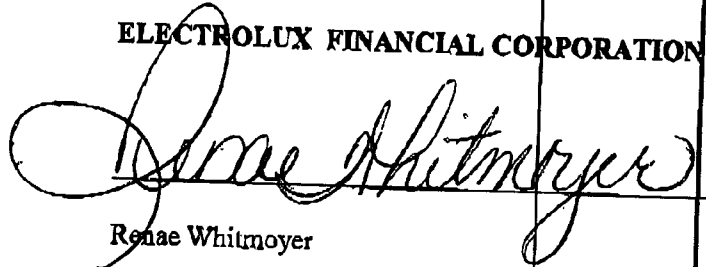
ELECTROLUX  
KNUPP KODAK & IMBLUM

No. 0125 P. 1/4  
717 238 7158 P.06

**VERIFICATION**

I, RENAE WHITMOYER, Account Manager, Recoveries, of ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, verify that the statements made in the foregoing document 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.

**ELECTROLUX FINANCIAL CORPORATION**



Renae Whitmoyer

Account Manager, Recoveries

Dated: 9-28-05

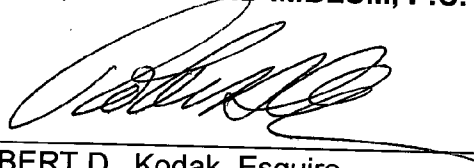
3030175

**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that I have this date served a true and correct copy of the **AMENDED COMPLAINT** in the within matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid, at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ESQUIRE  
GLEASON CHERRY & CHERRY  
PO BOX 505  
DUBOIS PA 15801

**KNUPP, KODAK AND IMBLUM, P.C.**



ROBERT D. Kodak, Esquire  
407 North Front Street  
PO Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: \_\_\_\_\_



LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

---

TO THE NAMED DEFENDANT:

YOU ARE HEREBY NOTIFIED TO  
PLEAD TO THE ENCLOSED  
COMPLAINT WITHIN TWENTY (20)  
DAYS OF SERVICE HEREOF OR A  
DEFAULT JUDGMENT WILL BE  
ENTERED AGAINST YOU.

KNUPP, KODAK & IMBLUM, P.C.

By: 

LAW OFFICES OF

KNUPP, KODAK & IMBLUM, P.C.

CAMERON MANSION

407 NORTH FRONT STREET

P.O. BOX 11848

HARRISBURG, PA 17108-1848

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

: No. 2004 - 01846 C.D.

:

: Type of Case: CIVIL

:

: Type of Pleading: ANSWER TO

: AMENDED COMPLAINT, NEW

: MATTER AND COUNTERCLAIM

:

: Filed on Behalf: PAUL SYKTICH,

: Individually and Trading as SYKTICH

: T.V. & APPLIANCE, Defendant

:

: Counsel of Record for this Party:

:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND

: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

:

: (814) 371-5800

FILED 302  
01/20/05  
OCT 25 2005  
T. Cherry  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION, :  
Formerly Known As FRIGIDAIRE FINANCIAL :  
CORPORATION, :

Plaintiff :

vs. :

PAUL SYKTICH, Individually and Trading as :  
SYKTICH TV & APPLIANCE, :

Defendant :

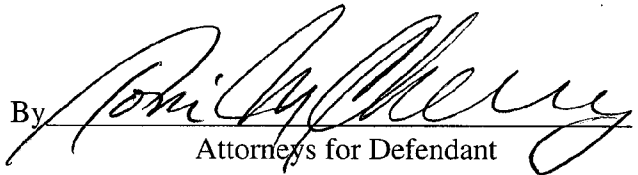
No. 2004 - 01846 C.D.

**NOTICE TO PLEAD**

To The Within Plaintiff:

YOU ARE HEREBY NOTIFIED TO PLEAD  
TO THE WITHIN NEW MATTER AND  
COUNTERCLAIM WITHIN TWENTY (20)  
DAYS FROM THE DATE OF SERVICE  
HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Attorneys for Defendant

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

**ANSWER TO AMENDED COMPLAINT**

AND NOW, comes the Defendant, PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE, by and through his attorneys, Gleason, Cherry and Cherry,  
L.L.P., and answers the Amended Complaint filed by Plaintiff as follows:

1. ADMITTED.

2. ADMITTED.

3. ADMITTED.

4. ADMITTED.

5. ADMITTED.

6. ADMITTED.

7. ADMITTED in part and DENIED in part. It is ADMITTED that by the terms of the  
Agreements found at Exhibits "B" and "C", attached to Plaintiff's Amended Complaint,  
Plaintiff maintained a security interest in the inventory and the proceeds thereof. However,

such security interest terminated upon the payment by Defendant for said inventory which payment was made.

8. ADMITTED.

9. ADMITTED.

10. DENIED. On the contrary, Defendant has not defaulted under the terms of the Agreements and has made proper payments for all of the merchandise represented by the invoices when the payment for the same was due and owing.

11. DENIED. Defendant has not defaulted in payment of any of the amounts due and owing and has made all payments in accordance with the pre-arranged plan. Consequently, there is no interest that could be added and Plaintiff has no claim for interest in the amount of \$5,793.23 as shown on Exhibit "F" attached to Plaintiff's Amended Complaint.

12. DENIED. On the contrary, Defendant has never failed or refused to pay the balances due under the terms of the Agreement between the parties and is current with all monies due and owing to the Plaintiff in accordance with the terms of their Agreements.

WHEREFORE, Defendant requests that Plaintiff's Amended Complaint be dismissed with prejudice.

### **NEW MATTER**

13. Defendant incorporates herein by reference the averments contained in Paragraphs 1 through 12 inclusive of the foregoing Answer as if the same were set forth at length herein

14. Plaintiff's Amended Complaint seeks to recover the principal amount of \$27,645.03 from Defendant as the balance allegedly due and owing under an Inventory Floor Planning



Agreement under which the parties operated from the time of said Agreement through July of 2003.

15. That during the above-mentioned period of time, Plaintiff has regularly delivered merchandise to Defendant for resale and has regularly invoiced Defendant for that merchandise, which invoices Defendant has promptly paid in accordance with the schedule established by the parties throughout the period of time between 1996 and July of 2003.

16. That Plaintiff, through its agents and employees, has accepted payments from Defendant for the merchandise delivered in installment payments and the parties have operated in this manner since the time of the signing of the documents.

17. Plaintiff's Amended Complaint now avers that a total principal payment of \$27,645.03, together with interest thereon in the amount of \$5,793.23 is past due for delivery of merchandise accepted by Defendant, which averment Defendant has denied.

18. Defendant justifiably and in good faith relied upon the representations and actions of Plaintiff's agents and employees in accepting installment payments from Defendant and in continuing to supply merchandise to Defendant for payment on an installment basis and Defendant would not have continued to order additional merchandise from Plaintiff had he believed or known that Plaintiff would claim that monies were due and owing other than what had been invoiced to and paid for by Defendant.

19. That the actions and representations by Plaintiff's agents estop Plaintiff from asserting a claim to the contrary, and Plaintiff's action is accordingly barred by the defense of estoppel.

20. That Defendant has regularly paid to Plaintiff all sums due and owing on the invoices sent by Plaintiff to Defendant as evidenced by the notations made on the copies of the invoices attached to Plaintiff's Amended Complaint as Exhibit "A" and attached to this Answer to Amended Complaint, New Matter and Counterclaim as Exhibit "A".

21. That during the year of 2002, Defendant paid to Plaintiff based on invoices issued by Plaintiff to Defendant, the sum of \$121,006.19 as evidenced by copies of canceled checks paid by Defendant and accepted by Plaintiff, copies of which are attached hereto and made a part hereof as Exhibit "B".

22. That from January of 2003 through July of 2003 when Defendant stopped ordering merchandise from Plaintiff, Defendant paid Plaintiff the total sum of \$43,453.49, which sum Plaintiff accepted as evidenced by the copies of canceled checks which were cashed by Plaintiff as payment for merchandise received by Defendant. Copies of said canceled checks issued to Plaintiff during the year of 2003 are attached hereto and made a part hereof as Exhibit "C".

23. That because Defendant has tendered and made full payment to Plaintiff on his obligations to Plaintiff in accordance with the demands made by Plaintiff and the terms of the Agreement, Plaintiff's instant action against Defendant is barred by the defense of payment.

24. That on or about July 15, 2003, Plaintiff did file an action to No. 03 - 1031 C.D., wherein Plaintiff sought to recover the principal amount of \$33,932.18 from Plaintiff for the payment of merchandise supplied to Plaintiff from January 26, 1996, through October 6, 2003.

25. That in that previous action, Plaintiff, through its agents and employees, did verify through unsworn statements made subject to the penalties of 18 Pa. C.S.A. §4904, relating to

unsworn falsification to authorities, that the total sum demanded was actually due and owing on merchandise primarily supplied during the years of 1996 through the Spring of 1999.

26. That in his New Matter filed in the foregoing action, Defendant did raise the affirmative defense of the Statute of Limitations, in particular, the applicable statute found at 42 Pa. Cons. Stat. Ann. §5525, that requires that suit on a cause of action on contract be commenced within four years of the date on which the cause of action occurred or accrued.

27. That by the terms of the Agreements that Plaintiff did attach to the documents filed in that action, Defendant was to pay for said merchandise when the same was delivered and; consequently, Plaintiff's claims for payment of merchandise delivered prior to July 16, 1999, was barred by the applicable Statute of Limitations.

28. That in response to Defendant's defense, Plaintiff did voluntarily mark the case filed to No. 03 - 1031 C.D. withdrawn and dismissed and has subsequently filed the instant action by original Complaint filed on November 22, 2004.

29. That by the terms of the documents drawn by Plaintiff, Defendant is obligated to pay for merchandise upon delivery.

30. That Defendant has attached hereto evidence that the merchandise represented by the invoices attached to Plaintiff's Amended Complaint as Exhibit "A", delivered between February of 2002 through July of 2003 was paid for by Defendant.

31. That Defendant believes and therefore avers that Plaintiff is trying to recover monies that Plaintiff believes is due and owing on merchandise delivered to the Defendant prior to July 17, 1999, as there is no merchandise delivered to Defendant at any time during the years of 2002 or 2003 for which payment has not been made.

32. That if Plaintiff's demands for payment are actually attributable to merchandise delivered at any time prior to July 17, 1999, those claims are barred by the applicable Pennsylvania Statute of Limitations, 42 Pa. Cons. Stat. Ann. §5525, which requires that suit upon a cause of action based on contract be commenced within four years from the date on which the cause of action occurred or accrued.

33. Plaintiff's action, insofar as it is actually meant to recover monies for merchandise delivered prior to July 17, 1999, is accordingly barred by the applicable Statute of Limitation.

WHEREFORE, Defendant demands that judgment be entered in his favor and that Plaintiff's Amended Complaint be dismissed with prejudice and that costs of suit be assessed against Plaintiff.

### **COUNTERCLAIM**

34. Defendant incorporates herein by reference the averments contained in Paragraphs 13 through 33 inclusive of the foregoing New Matter as if the same were set forth at length herein.

35. That if, as Defendant believes and therefore avers, Plaintiff commenced this suit against Defendant to collect monies that Plaintiff knows or should have known are not owed by Defendant to Plaintiff, then Plaintiff's actions in commencing this lawsuit are arbitrary, vexatious and Plaintiff is guilty of bad faith.

36. That if, as Defendant believes and therefore avers, Plaintiff has alleged that monies are due on invoices issued in the years 2002 and 2003 when Plaintiff knows that Plaintiff's

claims are actually for years for which the Statute of Limitations has run, Plaintiff's actions in commencing the instant suit are arbitrary and vexatious and Plaintiff is guilty of bad faith.

37. That under 42 Pa. C.S.A. §2503(9), Defendant is entitled to an award of counsel fees when the conduct of another party in commencing the matter or otherwise was arbitrary, vexatious or in bad faith.

38. That as a result of the suit instituted against him by Plaintiff, Defendant has had to hire a lawyer and will have to expend large amounts of money in defending himself.

39. That Defendant's hiring of a lawyer has been made necessary by the actions of Plaintiff in commencing this action in an arbitrary and vexatious manner and because Plaintiff is guilty of bad faith.

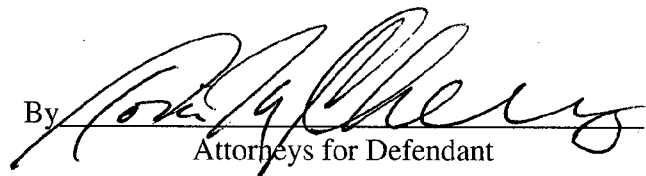
40. That as a result of the actions of the Plaintiff, Defendant is entitled to an award of counsel fees.

WHEREFORE, Defendant respectfully requests that Plaintiff be made to pay Defendant's counsel fees, together with interest thereon and all costs of suit.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

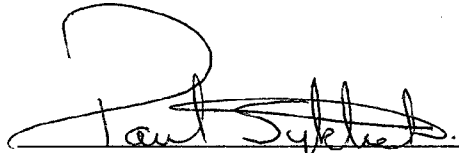
By

A handwritten signature in dark ink, appearing to read "Robert G. Cherry", is written over a horizontal line. Below the line, the text "Attorneys for Defendant" is printed.

Attorneys for Defendant

## **VERIFICATION**

I, PAUL SYKTICH, verify that I am authorized to make this Affidavit on behalf of Defendant and that the information provided in the foregoing Answer to Amended Complaint, New Matter and Counterclaim is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.



Paul Syktich

Dated: October 24, 2005

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Washington OH 43085  
800-388-1826

SYNTHIC TV & APPLIANCE SF  
545 WEST LONG AVENUE  
DU BCIS PA 15801

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX47570
Date of Note:	01/29/2003
Charges Begin:	04/06/2003
Due in Full By:	04/10/2003
Account Number:	9143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMC DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Schedule of Payments		
03/10/2003	1,973.50	MISCELLANEOUS
04/10/2003	1,973.50	MISCELLANEOUS
<div>ch # 4825 dated 3/6/03 • 2,005.53 (1,973.50)</div> <div>ch # 4881 dated 4/7/03 • 4,797.34 (1,973.50)</div>		
TOTAL		3,947.00



Kubra

2:54:1

PAGE 002/2

Kubra

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43083  
800-383-1826

**Statement of Transaction: Scheduled Pay**

1 of 1
DX47570F
01/29/2003
06/25/2003
8143752280

SYNTHETIC TV & APPLIANCE SP  
225 WEST LONG AVENUE  
DO BOIS FA 15801

**Please Remit To:**



(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: **AIMO DEST OWN**

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

05/23/2003	45.00	GIBSON APPL
06/25/2003	45.00	GIBSON APPL

~~CH # 4926~~  
~~CH # 4927~~  
CH # 4926  
date 5/22/03  
\$1440.00 (45.00)  
CH # 495-8  
date 6/6/03  
\$2495.00 (45.00)

90.00

FFC30123.TXT-25



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	J065970
Date of Note:	06/04/2002
Charges Begin:	10/02/2002
Due In Full By:	10/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,779.75	FRIGIDAIRE	
08/10/2002	1,779.75	FRIGIDAIRE	
09/10/2002	1,779.75	FRIGIDAIRE	
10/10/2002	1,779.75	FRIGIDAIRE	
<div>July Ch # 4523 7/8/02 \$11,324.55 (-1779.75)</div> <div>Aug Ch # 4564 8/6/02 \$12,865 (-1779.75)</div> <div>Sept 9/6/02 \$11,423.45 Ch # 4581 (-1779.75)</div> <div>Oct 10/7/02 Ch # 4626 (-1779.75)</div>			
<b>Total</b>			<b>7,119.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	J065980
Date of Note:	06/04/2002
Charges Begin:	08/03/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	178.50	KAYE	
08/10/2002	178.50	KAYE	
<div>OK</div> <div>CL # 4564 '12,865.90 8/6/02 (178.50)</div> <div>CL # 4523 '11,324.50 7/8/02 (178.50)</div>			
<b>Total</b>			<b>357.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	74220
Date of Note:	01/23/2002
Charges Begin:	04/23/2002
Due In Full By:	04/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/25/2002	2,067.33	CROSLEY	
03/25/2002	2,067.33	CROSLEY	
04/25/2002	2,067.34	CROSLEY	
CL #4321 \$3732.89 (2067.33) 2/22/02			
CL #4359 \$3,479.83 (2067.33) 3/22/02			
CL 4409 \$3,107.39 (2067.34) 4/23/02			
<b>Total</b>			<b>6,202.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	75922
Date of Note:	03/18/2002
Charges Begin:	05/17/2002
Due in Full By:	05/25/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	449.00	CROSLEY	
05/25/2002	449.00	CROSLEY	
<p>FRIGIDAIRE FINANCIAL CORP</p> <p>cl # 4409 4/23/02 (\$449.00) #3107.34</p> <p>cl # 4451 5/22/02 (\$449.00) \$2222.00</p>			
<b>Total</b>			<b>898.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	75923
Date of Note:	03/18/2002
Charges Begin:	07/16/2002
Due in Full By:	07/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	591.00	CROSLEY	
05/25/2002	591.00	CROSLEY	
06/25/2002	591.00	CROSLEY	
07/25/2002	591.00	CROSLEY	
<p>Handwritten notes and arrows:</p> <ul style="list-style-type: none"><li>Arrow from 04/25/2002 to: Cl # 4532, 7/23/02, 5317.00, (591.00)</li><li>Arrow from 05/25/2002 to: Cl # 4409, 3107.34, 7/23/02, (591.00)</li><li>Arrow from 06/25/2002 to: Cl # 4494, 6/24/02, 2561.00, (591.00)</li><li>Arrow from 07/25/2002 to: Cl # 4451, 5/22/02, 2222.00, (591.00)</li></ul>			
<b>Total</b>			<b>2,364.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76816
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

(814) 375-2280

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	545.66	MISCELLANEOUS	
06/10/2002	545.66	MISCELLANEOUS	
07/10/2002	545.68	MISCELLANEOUS	
<p>Handwritten notes and calculations:</p> <p>cl # 4481 6/1/02 7982.67 (545.66) OK</p> <p>cl # 4523 7/8/02 11,324.50 (545.68)</p> <p>cl # 4442 5/5/02 8832.40 (545.66)</p>			
<b>Total</b>			<b>1,637.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76818
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	245.66	PREMIER	
06/10/2002	245.66	PREMIER	
07/10/2002	245.68	PREMIER	
<p>Handwritten notes:</p> <p>CL # 4442 5/8/02 18832.40 (245.66) 0/K</p> <p>CL # 4481 6/7/02 17982.67 (245.66)</p> <p>CL # 4523 7/8/02 11,324.55 (245.68)</p>			
<b>Total</b>			<b>737.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76819
Date of Note:	04/11/2002
Charges Begin:	08/09/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	407.50	MISCELANEOUS	
06/10/2002	407.50	MISCELANEOUS	
07/10/2002	407.50	MISCELANEOUS	ck # 4564
08/10/2002	407.50	MISCELANEOUS	
<p>ck # 4442 5/8/02 8832.40 (407.50) 6 K</p> <p>ck # 4481 6/7/02 7982.67 (407.50)</p> <p>ck # 4523 7/8/02 11,324.55 (407.50)</p> <p>ck # 4564 8/6/02 12,865.90 (407.50)</p>			
<b>Total</b>			<b>1,630.00</b>



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76217
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,024.25	ZENITH	
06/10/2002	1,024.25	ZENITH	
07/10/2002	1,024.26	ZENITH	
<p>OK 4442 5/8/02 OK 8832.40 (1024.25)</p> <p>FRIGIDAIRE FINANCIAL CORP</p> <p>OK 4481 6/7/02 87982.67 (1024.25)</p> <p>OK # 4523 7/8/02 11,324.55 (1024.26)</p>			
<b>Total</b>			<b>3,072.76</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76218
Date of Note:	04/01/2002
Charges Begin:	06/10/2002
Due in Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	289.00	CROSLEY	
06/10/2002	289.00	CROSLEY	ch # 4481
ch # 4442 5/8/02 8832.40 (289.00)			
ch # 4481 6/7/02 7982.47 (289.00)			
<b>Total</b>			<b>578.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76219
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due in Full By:	07/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,116.33	CROSLEY	
06/10/2002	1,116.33	CROSLEY	
07/10/2002	1,116.34	CROSLEY	ck = 4523
<p>ck 4442 5/8/02 8832.40 OK (1116.33)</p> <p>ck # 4481 6/7/02 7987.67 (1116.33)</p> <p>ck # 4523 7/8/02 11,324.55 (1116.34)</p>			
<b>Total</b>			<b>3,349.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	77326
Date of Note:	04/26/2002
Charges Begin:	07/05/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	1,830.50	MISCELLANEOUS	
07/10/2002	1,830.50	MISCELLANEOUS	OK
<p>ck # 4481 6/7/02 79,826.7 (1,830.50)</p> <p>ck # 4523 7/8/02 11,324.55 (1,830.50)</p>			
<b>Total</b>			<b>3,661.00</b>

# Almo Invoice

Invoice #: 5378250

Invoice Date: 5/9/2002

Transaction Status: 1

Approval Number: 5052

Invoice Total: \$2431.00

Plan Number: FP60

Discount: \$ 0.00

Charges: \$80.00

Bill to:

SYKTICH TV AND  
APPLIANCE  
225 WEST LONG AVENUE

DUBOIS, PA. 15801

Dealer #: 552658P

ch 4481  
dated 6/7/02  
(57,982.67)  
\$1,215.50

ch 4523  
dated 7/8/02  
(11,324.55)  
\$1,215.50

## Invoice Details

Model Number	Quantity	Unit of Measure	Unit Price	Discount	Extended Price
FED367AS	1	EA	\$660.00		\$660.00
NF21014285				\$0.00	
10467144AT				\$0.00	
GLDB756AS	1	EA	\$225.00		\$225.00
TH21755954				\$0.00	
10393913AR				\$0.00	
GLRS264ZAW	1	EA	\$860.00		\$860.00
LA15205059				\$0.00	
NA				\$0.00	
MT2501C199	4	EA	\$149.00		\$596.00
60784423				\$0.00	
60985245				\$0.00	

61548445				\$0.00	
NA				\$0.00	
FRT FUEL SURCHARGE	1	EA	\$10.00		\$10.00
NA				\$0.00	
NA				\$0.00	

Sep. 28. 2005 12:30PM ELECTROLUX

No. 0125 P. 4/4

May. 16. 2003 1:45PM Dorrance Supply

-----No. 0224 P. 17

INVOICE

**DORRANCE SUPPLY COMPANY**  
**1140 HUBBARD ROAD**  
**YOUNGSTOWN, OHIO 44505**

Invoice No.: 77970  
Invoice Date: 05/15/02  
Page: 1

Sold  
To: SYKTICH TV  
225 West Long Avenue  
Dubois, PA 15801

Bill  
To: FRIGIDAIRE FINANCIAL CORP  
POST OFFICE BOX 855  
WORTHINGTON, OH 43085

Ship  
To: SYKTICH TV  
225 West Long Avenue  
Dubois, PA 15801

P.O. #	PAYMENT TERMS	APPROVAL#	PLAN #	DUE DATE
	60 DAY FLOOR PLAN	0115	5900	05/30/02

QTY	MODEL NO. DESCRIPTION	PRICE	PA1 BILL OF LADING NO.	PA2	NET EACH	FRT/EA	EXT AMT.
-----	--------------------------	-------	---------------------------	-----	-------------	--------	----------

2	CAWS823JQ CROSELY 27" WASHER	278.00	/	B/L 81587-Y	278.00		556.00
---	---------------------------------	--------	---	-------------	--------	--	--------

SERIAL NUMBERS cm1805939  
SERIAL NUMBER CM1806971  
nk/lp  
approval #0116 \$4500 4/28/02ak

WTY#4600428-428  
WTY#4568313-316  
WTY#4561331-339

I CERTIFY THIS TO BE A  
TRUE AND EXACT COPY OF  
THE ORIGINAL INVOICE.

*Elisen*  
*Controller*

*ck # 4451*  
*5/22/02*  
*2222.00*  
*278.00*  
  
*ck 4494*  
*6/24/02*  
*2561.00*  
*278.00*

\*\*\*THANK YOU FOR YOUR BUSINESS\*\*\*

SHIP VIA: WARD DELIVER PPD  
SALESPRN: Denny Miller

SUB TOTAL . . .	506.00
FREIGHT . . .	50.00
TAX . . . . .	
PAY THIS AMOUNT. . . . . >	556.00

A FINANCE CHARGE OF 1.75% WILL BE ASSESSED ON ALL PAST DUE AMOUNTS.

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78725
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,528.00	MISCELANEOUS	ck # 4523.
08/10/2002	1,528.00	MISCELANEOUS	
09/10/2002	1,528.00	MISCELANEOUS	
<p>ck # 4523 7/8/02 11324.55 (1528.00)</p>			
<p>ck # 4564 8/6/02 12,865.90 (1528.00)</p>			
<p>ck # 4587 9/6/02 11423.48 (1528.00)</p>			
Total			4,584.00



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78726
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	439.50	MISCELANEOUS	ck # 4564
08/10/2002	439.50	MISCELANEOUS	
			ck # 4523 7/8/02 11324.55 (439.50)  ok
			ck # 4564 8/6/02 12,865.90 (439.50)
Total			879.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78727
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	341.62	MISCELANEOUS	
08/10/2002	341.62	MISCELANEOUS	
09/10/2002	341.62	MISCELANEOUS	
<p>ck # 4523 7/8/02 11,2450 (341.62) 31</p> <p>ck # 4564 8/6/02 12,86590 (341.62)</p> <p>ck 4581 9/6/02 11,423.45 (341.62)</p>			
Total			1,024.86

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78726
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Payment dates noted below			
Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	439.50	MISCELANEOUS	OK Duplicate Invoice - Already done
08/10/2002	439.50	MISCELANEOUS	
Total			879.00

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Page:	1 of 1
Invoice Number:	78727
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due in Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	341.62	MISCELANEOUS	K A# 4216
08/10/2002	341.62	MISCELANEOUS	
09/10/2002	341.62	MISCELANEOUS	
		3 C Duplicate Invoice A/Kelly don	
		Total	1,024.86

32  
Duplicate  
Invoice  
Already done

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78728
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	143.00	CROSLEY	
08/10/2002	143.00	CROSLEY	
<p>ck \$ 4523 7/8/02 11324.55 (143.00)</p> <p>ck 4564 8/6/02 1286590 (143.00)</p>			
<b>Total</b>			<b>286.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78729
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE S2  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	98.95	MISCELANEOUS	
08/10/2002	98.95	MISCELANEOUS	ck # 4523
<div>ck # 4523 7/8/02 11,324.52 (98.95)</div>			
<div>ck # 4564 8/6/02 12865.90 (98.95)</div>			
<b>Total</b>			<b>197.90</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington, OH 43085  
800-388-1825

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	87938
Date of Note:	04/04/2003
Due in Full By:	07/10/2003
Account Number:	9143752280

SYNTECH TV & APPLIANCE 57  
225 WEST LONG AVENUE  
DU BOIS PA 15801

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

03/10/2003	2,495.06	MISCELLANEOUS	CH 4918
06/10/2003	2,495.06	MISCELLANEOUS	CH 4958
07/10/2003	2,495.07	MISCELLANEOUS	CH 4999
<p>CH 4918 5/7/03 (2495.06) 2495.06</p> <p>CH # 4958 6/6/03 (2495.00) 2495.06</p> <p>CH # 4999 7/18/03 (4075.07) 2495.07</p>			
<b>TOTAL</b>			<b>7,485.19</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4713040
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due In Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710**Please Remit To:**FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	241.50	MISCELANEOUS	
06/10/2002	241.51	MISCELANEOUS	CH # 4481
CH # 4442 5/8/02 (8,832.40) 02 241.50			
FRIGIDAIRE FINANCIAL CORP.			
CH # 4481 6/7/02 (7,7982.67) 241.51			
Total			483.01



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4911760
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due in Full By:	06/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,388.50	MISCELANEOUS	
06/10/2002	1,388.50	MISCELANEOUS	CH # 4481
<div>Handwritten calculations: CL # 4442 5/8/02 (8,832.40) 1,388.50 CL # 4481 6/7/02 (7,982.67) 1,388.50</div>			
<b>Total</b>			<b>2,777.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5375160
Date of Note:	04/23/2002
Charges Begin:	08/09/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	997.00	KAYE ✓	Ch # 4564
08/10/2002	997.00	KAYE ✓	
Ch # 4523 7/8/02 (\$11,324.55) OK 997.00			
Ch # 4564 8/6/02 (\$12,865.90) 997.00			
Total			1,994.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5381000
Date of Note:	04/29/2002
Charges Begin:	07/02/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

**Scheduled Date Due****Amount****Brand****Dealer Notes**

06/10/2002  
07/10/2002

119.26  
119.27

MISCELLANEOUS  
MISCELLANEOUS

CA # 4523

ck # 4481

6/7/02

( 7982.47 )

\* 119.26

→ ck 4523

7/8/02

( 11324.55 )

\* 119.27

**Total****238.53**

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4261

DATE

1/7/02

60-416/313

Frugolaine Financial Corp.

\$6076.00

Six Thousand Seven Hundred Sixty

DEPOSIT BANK

DUBOIS, PA 15801

Inventory stock

Mike Syktich

⑈004261⑈ ⑆031304160⑆ 0110032399⑈

⑈0000607606⑈

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4273

DATE

1/22/02

60-416/313

Frugolaine Financial Corp.

\$2338.00

Two Thousand Three Hundred Thirty Eight

DEPOSIT BANK

DUBOIS, PA 15801

Inventory stock

Mike Syktich

⑈004273⑈ ⑆031304160⑆ 0110032399⑈

⑈0000233805⑈

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4296

DATE

2/8/02

60-416/313

Frugolaine Financial Corp.

\$4823.00

Four Thousand Eight Hundred Twenty Three

DEPOSIT BANK

DUBOIS, PA 15801

Inventory stock

Mike Syktich

⑈004296⑈ ⑆031304160⑆ 0110032399⑈

⑈0000482396⑈

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4321

120153967 400 14 4087 4107 60-416/313

DATE

Feb 23, 2002

Frugolaine Financial Corp.

\$3732.00

Three Thousand Seven Hundred Thirty Two

DEPOSIT BANK

DUBOIS, PA 15801

Inventory stock

Mike Syktich

⑈004321⑈ ⑆031304160⑆ 0110032399⑈

⑈0000373289⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4334

60-416/313

DATE 3/7/02

THE  
ORDER OF

Frigidaire Financial Corp.

\$ 3657.32

Three Thousand Six Hundred Fifty Seven and 32/100

DOLLARS

MAIN OFFICE 01  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

CONTACT CUSTOMER  
FOR AUTHORITY TO PAY

⑈004334⑈ ⑆031304160⑆ 0110032399⑈

⑈0000365737⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4359

60-416/313

FI Date: 3-26  
Adj. Control  
0430 0009

DATE 3/22/02

BY  
THE  
ORDER OF

Frigidaire Financial Corp.

\$ 3479.83

Three Thousand four Hundred Seventy Nine and 83/100

DOLLARS

MAIN OFFICE 01  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

OR

Inventory stock

Mike Syktich

⑈004359⑈ ⑆031304160⑆ 0110032399⑈

⑈0000347983⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4379

60-416/313

DATE 4/8/02

BY  
THE  
ORDER OF

Frigidaire Financial Corp.

\$ 7076.38

Seven Thousand Seven Hundred Seventy Six and 38/100

DOLLARS

MAIN OFFICE 01  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

OR

Inventory stock

Mike Syktich

⑈004379⑈ ⑆031304160⑆ 0110032399⑈

⑈0000707628⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4409

60-416/313

DATE 4/23/02

BY  
THE  
ORDER OF

Frigidaire Financial Corp.

\$ 3107.38

Three Thousand one Hundred Seven and 38/100

DOLLARS

MAIN OFFICE 01  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

OR

Inventory stock

Mike Syktich

⑈004409⑈ ⑆031304160⑆ 0110032399⑈

⑈0000310734⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4442

DATE 5/8/02

60-416/313

OF Frugolaine Financial Corp. \$ 8,832.40  
Eight Thousand eight Hundred thirty two & 40/100 DOLLARS  
MAIN OFFICE 01 020301407 400 14 4129 4147  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a Division of **FIRST COMMONWEALTH BANK**  
Member FDIC  
Inventory Check Mike Sytkich  
⑈004442⑈ ⑆031304160⑆ 0110032399⑈ ⑈0000883240⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4451

DATE 5/22/02

60-416/313

OF Frugolaine Financial Corp. \$ 2,222.00  
Two Thousand two Hundred twenty two & 00/100 DOLLARS  
MAIN OFFICE 01 020400589 400 14 4646 4598  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a Division of **FIRST COMMONWEALTH BANK**  
Member FDIC  
Inventory Check Mike Sytkich  
⑈004451⑈ ⑆031304160⑆ 0110032399⑈ ⑈0000222200⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4481

DATE 6/7/02

60-416/313

OF Frugolaine Financial Corp. \$ 7,982.67  
Seven Thousand nine Hundred eighty two & 67/100 DOLLARS  
MAIN OFFICE 01 050400741 400 14 4178 4244  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a Division of **FIRST COMMONWEALTH BANK**  
Member FDIC  
Inventory Check Mike Sytkich  
⑈004481⑈ ⑆031304160⑆ 0110032399⑈ ⑈0000798267⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4494

DATE 6-24-02

60-416/313

OF Frugolaine Financial Corp. \$ 256.00  
Two Hundred five and 00/100 DOLLARS  
MAIN OFFICE 01 050400741 400 14 4178 4244  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a Division of **FIRST COMMONWEALTH BANK**  
Member FDIC  
Inventory Check Mike Sytkich  
⑈004494⑈ ⑆031304160⑆ 0110032399⑈ ⑈0000256100⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4523

DATE 7/8/02

60-682/433

*Frigeclair Financial Corp.* \$ 11,324.55  
*Eleven Thousand three Hundred twenty four and 55/100* DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

AMOUNT GUARANTEED  
\$ 11,324.55  
BANK ONE, NA *Mike Syktich*

*Inventory Stash*

⑈004523⑈ ⑈043306826⑈ 0110 032399⑈ ⑈0001132455⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4532

DATE 7/23/02

60-682/433

*Frigeclair Financial Corp.* \$ 5,317.00  
*Five Thousand three Hundred Seventeen and 00/100* DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

*Inventory Stash* *Mike Syktich*

⑈004532⑈ ⑈043306826⑈ 0110 032399⑈ ⑈0000531700⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4564

DATE Aug 6, 2002

60-682/433

*Frigeclair Financial Corp.* \$ 12,865.99  
*Twelve Thousand eight Hundred Sixty five and 99/100* DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

*Inventory Stash* *Mike Syktich*

⑈004564⑈ ⑈043306826⑈ 0110 032399⑈ ⑈0001286590⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4573

DATE 8/20/02

60-682/433

*Frigeclair Financial Corp.* \$ 2,756.00  
*Two Thousand Seven Hundred fifty six and 00/100* DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

*Inventory Stash* *Mike Syktich*

⑈004573⑈ ⑈043306826⑈ 0110 032399⑈ ⑈0000275600⑈

SYKTICH T.V. & APPLIANCE  
PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4581

DATE 9/6/02

60-682/433

TO OF Frigoire Financial Corp. \$ 11,423.45  
Eleven Thousand four Hundred twenty three & 45/100 DOLLARS  
MAIN OFFICE 31  
DEPOSIT BANK  
DU BOIS, PA 15801  
FIRST COMMONWEALTH BANK  
Inventory Cash  
Mike Syktich  
⑈00458⑈ ⑈043306826⑈ 0110 032399⑈ ⑈0001142345⑈

SYKTICH T.V. & APPLIANCE  
PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4616

DATE 9/23/02

60-682/433

TO OF Frigoire Financial Corp. \$ 2,547.50  
Two Thousand five Hundred forty seven & 50/100 DOLLARS  
MAIN OFFICE 31  
DEPOSIT BANK  
DU BOIS, PA 15801  
FIRST COMMONWEALTH BANK  
Inventory Cash  
Mike Syktich  
⑈004616⑈ ⑈043306826⑈ 0110 032399⑈ ⑈0000254750⑈

SYKTICH T.V. & APPLIANCE  
PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4626

DATE 10/7/02

60-682/433

TO OF Frigoire Financial Corp. \$ 6,135.34  
Six Thousand one Hundred thirty five & 34/100 DOLLARS  
MAIN OFFICE 31  
DEPOSIT BANK  
DU BOIS, PA 15801  
FIRST COMMONWEALTH BANK  
Inventory Cash  
Mike Syktich  
⑈004626⑈ ⑈043306826⑈ 0110 032399⑈ ⑈0000613534⑈

SYKTICH T.V. & APPLIANCE  
PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4656

DATE 10/22/02

60-682/433

TO OF Frigoire Financial Corp. \$ 4,308.16  
Four Thousand three Hundred eight & 16/100 DOLLARS  
MAIN OFFICE 31  
DEPOSIT BANK  
DU BOIS, PA 15801  
FIRST COMMONWEALTH BANK  
Inventory Cash  
Mike Syktich  
⑈004656⑈ ⑈043306826⑈ 0110 032399⑈ ⑈0000430816⑈



SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4691

DATE 11/17/02

60-682/433

*Frugolaine Financial Corp.*

\$1,451.34

*one thousand four hundred fifty one*

34 DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**

*County Clerk*

*Mike Syktich*

⑈004691⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000145134⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4700

DATE 11/22/02

60-682/433

*Frugolaine Financial Corp.*

\$2751.69

*two thousand seven hundred fifty one*

69 DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**

*County Clerk*

*Mike Syktich*

⑈004700⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275160⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4732

DATE 12/7/02

60-682/433

*Frugolaine Financial Corp.*

\$1,472.30

*one thousand four hundred seventy two*

30 DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**

*County Clerk*

*Mike Syktich*

⑈004732⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000147270⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4738

DATE 12/21/02

60-682/433

*Frugolaine Financial Corp.*

\$2,757.66

*Two thousand seven hundred fifty seven*

66 DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**

*County Clerk*

*Mike Syktich*

⑈004738⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275760⑈

4763

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

DATE 1/8/03

Y  
THE  
ORDER OF*Frugolaine Financial Corp.*

\$2753.26

*Two Thousand Seven Hundred fifty three & 26/100*

DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANKDUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK

2753.26

*Inventory Stab. 501**Mike Syktich*

⑈004763⑈ ⑈043306826⑈ 0110 032399⑈

⑈0000275320⑈

4770

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

DATE 1/22/03

AY  
THE  
ORDER OF*Frugolaine Financial Corp.*

\$2757.60

*Two Thousand Seven Hundred fifty seven & 60/100*

DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANKDUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK*Inventory Stab. 501**Mike Syktich*

⑈004770⑈ ⑈043306826⑈ 0110 032399⑈

⑈0000275760⑈

4804

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

DATE 2/6/03

PAY  
TO THE  
ORDER OF*Frugolaine Financial Corp.*

\$1872.29

*One Thousand eight Hundred Seventy two & 29/100*

DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANKDUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK*Inventory Stab. 501**Mike Syktich*

⑈004804⑈ ⑈043306826⑈ 0110 032399⑈

⑈0000187220⑈

4813

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

DATE 2/21/03

PAY  
TO THE  
ORDER OF*Frugolaine Financial Corp.*

\$1845.33

*one Thousand eight Hundred forty five & 33/100*

DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANKDUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK*Inventory Stab. # DX09910-025000*

DX0994

*Mike Syktich*

⑈004813⑈ ⑈043306826⑈ 0110 032399⑈

⑈0000184533⑈

EXHIBIT "C"

4814

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

DATE 2/22/03

PAY  
TO THE  
ORDER OFFrigidaire Financial Corp.  
Two Thousand Seven Hundred fifty Seven

\$ 2757.00

DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANK  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK

FOR

Imaging Station #82500-82501

Mike Syktich

⑈004814⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275760⑈

4825

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

DATE 3/6/03

PAY  
TO THE  
ORDER OFFrigidaire Financial Corp.  
Two Thousand five

\$ 2005.00

DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANK  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK

FOR

Inventory Station

Mike Syktich

⑈004825⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000200553⑈

4851

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

DATE 3/12/03

PAY  
TO THE  
ORDER OFFrigidaire Financial Corp.  
Seven Thousand Seven Hundred thirty three

\$ 7733.00

DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANK  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK

FOR

Inventory Station

Mike Syktich

⑈004851⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000773300⑈

4853

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

DATE 3/21/03

PAY  
TO THE  
ORDER OFFrigidaire Financial Corp.  
Two Thousand Seven Hundred fifty Seven

\$ 2757.00

DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANK  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK

FOR

#82500 475.20 #82501 3279.60

Mike Syktich

⑈004853⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275760⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4881

60-682/433

DATE

4/7/03

OF *Frigidair Financial Corp.*  
*Four Thousand Seven Hundred ninety seven*

\$4,797.<sup>34</sup>/<sub>100</sub>

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

*Imag Stah*

*Mike Sytkich*

⑈00488⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000479734⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4890

60-682/433

DATE

4/22/03

OF *Frigidair Financial Corp.*  
*Three Thousand Six Hundred Sixty eight*

\$3,668.<sup>46</sup>/<sub>100</sub>

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

*Imag Stah*

*Mike Sytkich*

⑈004890⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000366846⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4918

60-682/433

DATE

5/7/03

OF *Frigidair Financial Corp.*  
*Two Thousand four Hundred ninety five*

\$2,495.<sup>05</sup>/<sub>100</sub>

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

*Imag Stah # 57988*

*Mike Sytkich*

⑈004918⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000249506⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4926

60-682/433

DATE

5/22/03

OF *Frigidair Financial Corp.*  
*One Thousand four Hundred forty*

\$1,440.<sup>00</sup>/<sub>100</sub>

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

*Imag # 0483730*

*Mike Sytkich*

⑈004926⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000144000⑈

4958

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

DATE 6/6/03

60-682/433

PAY  
TO THE  
ORDER OF

*Frugolaine Financial Corp.*  
*Two Thousand four Hundred Twenty five*

\$ 2,495.00

DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK  
Member FDIC

FOR *Imaginary Financial**Mike Sytkich*

⑈004958⑈ ⑈043306826⑈ 0110 032399⑈

⑈0000249500⑈

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4999

DATE 7/2/03

60-682/433

PAY  
TO THE  
ORDER OF

*Frugolaine Financial Corp.*  
*Two Thousand Seven Hundred*

\$ 2,700.00

DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK  
Member FDIC

FOR #87988 ⑈2495.07 ⑈043306826⑈

*Mike Sytkich*

⑈004949⑈ ⑈043306826⑈ 0110 032399⑈

⑈0000407507⑈

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

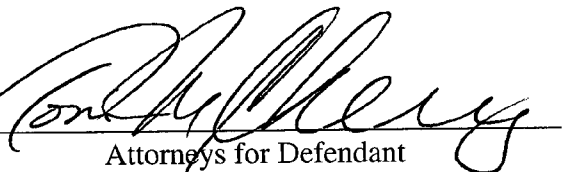
No. 2004 - 01846 C.D.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 25<sup>TH</sup> day of October, 2005, a certified copy of Defendant's Answer to Amended Complaint, New Matter and Counterclaim was served upon ROBERT D KODAK, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ROBERT D. KODAK, ESQ.  
Knupp, Kodak & Imblum, P.C.  
Attorneys at Law  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Attorneys for Defendant

Dated: October 25, 2005

Robert D. Kodak, Esquire  
Supreme Court I.D. 18041  
KNUPP, KODAK & IMBLUM, P.C.  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
717-238-7151 Fax: 717-238-7158  
email: robert.kodak@verizon.net  
Attorney for Plaintiff

ELECTROLUX FINANCIAL CORPORATION, : IN THE COURT OF COMMON PLEAS  
Formerly Known As FRIGIDAIRE FINANCIAL : CLEARFIELD COUNTY, PENNSYLVANIA  
CORPORATION :

Plaintiff :

v. :

NO. 2004-01846 C.D.

PAUL SYKTICH, Individually and Trading As : CIVIL ACTION - LAW  
SYKTICH TV & APPLIANCE :

Defendants :

**PLAINTIFF'S REPLY TO DEFENDANT'S**  
**NEW MATTER AND COUNTERCLAIM**

AND NOW, this 28th day of November, 2005, comes Plaintiff, ELECTROLUX  
FINANCIAL CORPORATION, Formerly Known As FRIGIDAIRE FINANCIAL CORPORATION,  
by and through its attorneys, ROBERT D. KODAK, ESQUIRE, KNUPP, KODAK & IMBLUM, P.C.,  
and files the following Reply to Defendant's New Matter, as follows:

FILED <sup>no cc</sup>  
m110:3781  
NOV 30 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

**PLAINTIFF'S REPLY TO DEFENDANT'S**  
**NEW MATTER**

13. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1 through 12 of its Complaint.

14. Admitted in part and denied in part. Plaintiff admits the allegation except so far as it refers to the balance as being "allegedly" due and owing.

15. Admitted in part and denied in part. The allegation is admitted as to the regular delivery of merchandise to Defendant; the allegation is denied as to prompt payment in accordance with an alleged payment schedule established by the parties throughout the period of time between 1996 and July, 2003. It should be noted that Electrolux Financial Corporation (formerly Frigidaire financial Corporation) does not deliver product; it merely finances product which was delivered and Invoiced by various suppliers. Defendant's delinquency on his account began in 2002.

16. Admitted with explanation. The Plaintiff admits it accepted payments from Defendant for merchandise delivered. The allegation is denied as it implies Plaintiff and Defendant agreed to a payment schedule different from that required by the account documents. Plaintiff did accept irregular and sporadic payments from the Defendant as Plaintiff was not about to reject those non-conforming payments as Defendant was repeatedly delinquent on his account.



17. Admitted with explanation. It is admitted that the amount past due stands at Twenty-Seven Thousand, Six Hundred Forty-Five Dollars and Three Cents (\$27,645.03), together with interest thereon in the amount of Five Thousand, Seven Hundred Ninety-Three Dollars and Twenty-Three Cents (\$5,793.23), which is past due for the financing of delivered merchandise.

18. Denied with explanation. As to the portion of the allegation that is a conclusion of law, no response is required. As to the remainder of the allegation, Plaintiff accepted installment payments from Defendant because monies were overdue and owing. As far as Defendant ordering additional merchandise from Plaintiff, that portion of the allegation is also denied as Plaintiff does not deliver merchandise but merely finances the ordering of merchandise from other vendors.

19. Denied. The allegation is a conclusion of law to which no response is required. However, should this Honorable Court determine that a response is necessary, then the allegation is denied as Plaintiff's agents made no representations or took any actions, other than those they were legally entitled to take, that could possibly entitle Defendant to rely thereon.

20. Admitted in part and denied in part. All invoices listed on Plaintiff's Exhibit "A," other than Invoice DX-47570, remain unpaid by Defendant. Other than the Invoice cited herein, proof of the allegation is demanded at trial.

21. Admitted in part and denied in part. It is admitted that during the year of 2002, Defendant paid to Plaintiff the sum of One Hundred Twenty-One Thousand Dollars and Ninety-Nine Cents (\$121,000.99) based upon what Defendant felt was due and owing, not based upon what was actually due and owing as set forth in Plaintiff's Complaint.

22. Admitted with explanation. It is admitted that from January, 2003 through July, 2003, Defendant stopped ordering merchandise and having it financed by Plaintiff. It is admitted that Defendant paid Plaintiff the total sum of Forty-Three Thousand, Four Hundred Fifty-Three Dollars and Forty-Nine Cents (\$43,453.49), in various sums at various times, which sum Plaintiff accepted as payments on Defendant's account since the Defendant's account was overdue and in default.

23. Denied. The allegation is a conclusion of law to which no response is required. In the event this Honorable Court should determine that a response is necessary, then the allegation is denied as Defendant still owes Plaintiff the principal sum of Twenty-Seven Thousand, Six Hundred Forty-Five Dollars and Three Cents (\$27,645.03) remains due and owing.

24. Admitted with explanation. The action previously filed to No. 03-1031 C.D. was an Action in Replevin for merchandise thought to be in Defendant's inventory to be returned to Plaintiff due to Defendant's default in his payment terms. As it turned out, Defendant had none of Plaintiff's financed inventory left in his inventory; hence, the Action in Replevin was rendered moot.

25. Admitted in part and denied in part. It is admitted that Plaintiff, through its agents and employees, did verify the Complaint filed to No. 03-1031 C.D. relating to the balance then due and owing to Plaintiff as well as the merchandise that Plaintiff thought was still in Defendant's possession when, in fact, same had been wrongfully disposed of but not paid for in violation of the Security Agreement between the parties. It is adamantly denied that any of the sums due and owing covered by the previous replevin suit had anything to do with merchandise supplied during 1996y through 1999.

26. Admitted in part and denied in part. It is admitted that the defense of Statute of Limitations was raised in New Matter. It is denied that the defense was valid and proof thereof was demanded at trial.

27. Denied. The allegation regarding the Statute of Limitations is a conclusion of law to which an affirmative response is not required. By way of further response, Plaintiff denies that Defendant paid for merchandise when same was delivered. It is admitted that the contract documents speak for themselves. Said documents require payment for goods delivered to be paid in equal monthly installments over the "free period" determined by the supplier; however, this did not occur through the history of the account.

28. Denied. Plaintiff voluntarily marked the previous case filed to No. 03-1031 C.D. as withdrawn and dismissed because said Action in Replevin became moot when Plaintiff came to the realization that Defendant had sold off all of Plaintiff's secured inventory without paying for same in violation of both the contract documents and 18 Pa. C.S.A. §4110.

29. Admitted in part and denied in part. The documents referred to speak for themselves, however, to the extent Defendant infers he paid in accordance with the contract documents, said inference is emphatically denied. Further, Plaintiffs reply to Paragraph 27, *supra*, is incorporated fully and at length herein.

30. Denied. Any payments referred to in Paragraph 30 of Defendant's New Matter were applied to the open Statement balance due and owing. The payments claimed to have been made by Defendant have nothing to do with the payments that were due at that time as some Invoices could be split into as many as twelve (12) payments. If that were the case, payments would follow under the year following the purchase date.

31. Denied. What Defendant believes is not relevant to the case at issue. Plaintiff is trying to recover monies due and owing to it as set forth in Exhibit "F" of Plaintiff's Complaint, incorporated fully and at length herein by reference.

32. Denied. The allegation is a conclusion of law to which no responsive pleading is required.

33. Denied. The allegation is a conclusion of law to which no responsive pleading is required.

**PLAINTIFF'S REPLY TO DEFENDANT'S**  
**COUNTERCLAIM**

34. Plaintiff incorporates herein by reference the averments contained in its Complaint and in its Reply to New Matter, Paragraphs 13 through 33, inclusive, hereinabove.

35. Denied. The allegation is a conclusion of law to which no responsive pleading is required. In the event this Honorable Court determines a response is necessary, the allegation is denied as Plaintiff commenced this suit once it realize its secured inventory had been sold out of trust and not paid for by Defendant as required by the contract documents. In fact, collection efforts against Defendant began long before suit was filed when scheduled payments became past due and Defendant made the claim that the Invoices had already been paid.

36. Denied. The response found in Paragraph 35, *supra*, is incorporated fully and at length herein.

37. Denied. The allegation is a conclusion of law to which no responsive pleading is required. In the event this Honorable Court determines a response is necessary, then Plaintiff denies same as Plaintiff commenced this action because of Defendant's wrongful, tortious and perhaps criminal, conduct in disposing of Plaintiff's secured inventory without compensating Plaintiff for same.

38. Denied. Plaintiff is without sufficient information, knowledge or belief regarding the allegation and proof thereof is demanded at trial.

39. Denied. Plaintiff's response to Paragraph 38, *supra*, is incorporated fully and at length herein. Additionally, Plaintiff denies this allegation as Plaintiff's commencement of this action was necessitated by Defendant's intentional, wrongful, illegal and, possibly, criminal conduct of disposing of Plaintiff's secured collateral without paying for same.

40. Denied. Plaintiff's conduct was legal and proper in that Plaintiff is pursuing its remedies allowed by law and available to it to recover monies justly due it as a result of Defendant's wrongful conduct.

WHEREFORE, Plaintiff respectfully requests this Honorable Court dismiss Defendant's Counterclaim and enter Judgment in favor of Plaintiff and against Defendant as prayed for in Plaintiff's Complaint, plus grant costs, interest and attorney's fees and all other relief as deemed appropriate by this Honorable Court.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**

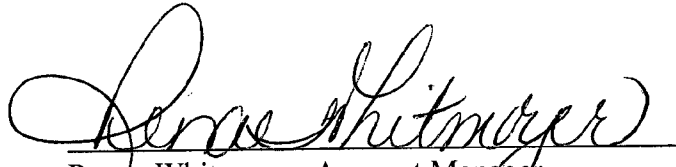


Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

### VERIFICATION

I, RENAE WHITMOYER, Account Manager, of ELECTROLUX FINANCIAL CORPORATION, verify that the statements made in the foregoing document 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.

**ELECTROLUX FINANCIAL CORPORATION**

  
Renae Whitmoyer, Account Manager

Dated: Nov 9, 2005

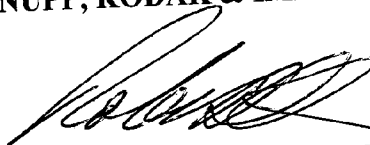
3030175

**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that I have this date served a true and correct copy of the Plaintiff's Reply to Defendant's New Matter and Counterclaim in the above-captioned matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ATTORNEY AT LAW  
GLEASON CHERRY AND CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS PA 15801

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: 11/28/05



LAW OFFICES OF  
KNUPP, KODAK & IMBLUM, P.C.  
CAMERON MANSION  
407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

--	--	--	--

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

NOV 3 02005

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

FRIGIDAIRE FINANCIAL CORPORATION  
n/k/a ELECTROLUX FINANCIAL  
CORPORATION

Plaintiff

v.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE

Defendant

NO. 04-1846-CD

**PRAECIPE**

TO THE PROTHONOTARY:

Please file the attached Civil Trial Listing requesting Non-Jury Trial to the above term and number, along with the Certificate of Service showing service upon Defendant's Counsel of record.

TO Clearfield County  
Prothonotary

Dated: September 21, 2006



Robert D. Kodak  
Attorney I.D. No. 18041

Attorney for Plaintiff

FILED NO CC  
MTT: 25611  
SEP 27 2006 (60)

William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED: July 18, 2006

CASE NUMBER  
**04-1846 CD**

TYPE TRIAL REQUESTED

ESTIMATED TRIAL TIME

Date Complaint  
Filed: **12/16/2003**

( ) Jury      (✓) Non-Jury  
( ) Arbitration

  1/2   days/hours

PLAINTIFF(S)

**FRIGIDAIRE FINANCIAL CORPORATION**  
**n/k/a ELECTROLUX FINANCIAL CORP.**

( ) Check block if a Minor  
is a Party to the Case

DEFENDANT(S)

**PAUL SYKTICH i/a/t/a SYKTICH TV &  
APPLIANCE**

( )

ADDITIONAL DEFENDANT(S)

( )

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION ORDERED

**Possession of appliances  
(replevin action)**

( ) yes      (✓) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all aspects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:

  
Robert D. Kodak, Attorney for Plaintiff

FOR THE PLAINTIFF

**Robert D. Kodak, Esquire**  
Knupp, Kodak & Imblum, P.C.

TELEPHONE NUMBER  
**(717) 238-7151**

FOR THE DEFENDANT:

**Toni M. Cherry, Attorney-at-law**  
Gleason, Cherry and Cherry, L.L.P.

TELEPHONE NUMBER  
**(814) 371-5800**

FOR THE ADDITIONAL DEFENDANT:

TELEPHONE NUMBER

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

FRIGIDAIRE FINANCIAL CORPORATION  
n/k/a ELECTROLUX FINANCIAL  
CORPORATION

Plaintiff

v.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE

Defendant

NO. 04-1846-CD

**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that I have this date served a true and correct copy of the Civil Trial Listing (Request for Non-Jury Trial) in the above-captioned matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ATTORNEY AT LAW  
GLEASON CHERRY AND CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS PA 15801-0505

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: September 21, 2006

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

: No. 2004 - 01846 C.D.  
:  
: Type of Case: CIVIL  
:  
: Type of Pleading: OBJECTION TO  
: CERTIFICATE OF READINESS AND  
: REQUEST FOR PLACEMENT OF  
: CASE ON CIVIL TRIAL LIST  
:  
: Filed on Behalf: PAUL SYKTICH,  
: Individually and Trading as SYKTICH  
: TV & APPLIANCE, Defendant  
:  
: Counsel of Record for this Party:  
:  
: TONI M. CHERRY, ESQ.  
: Supreme Court No.: 30205  
:  
: GLEASON, CHERRY AND  
: CHERRY, L.L.P.  
: Attorneys at Law  
: P. O. Box 505  
: One North Franklin Street  
: DuBois, PA 15801  
:  
: (814) 371-5800

FILED <sup>icc</sup>  
010:4761  
OCT 03 2006  
Aug T. Cherry  
CP

William A. Shaw  
Prothonotary/Clerk of Courts

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

**OBJECTION TO CERTIFICATE OF  
READINESS AND REQUEST FOR PLACEMENT  
OF CASE ON CIVIL TRIAL LIST**

AND NOW, comes the undersigned, counsel for Defendant, and objects to the filing of a Certificate of Readiness by Plaintiff and the Placement of the above-captioned Case on the Civil Trial List for a non-jury trial and, in support of such objection, asserts the following:

1. It is DENIED that all discovery in the case has been completed as Plaintiff asserts. On the contrary, no discovery has been conducted in this case and Defendant has discovery that needs to be completed.
2. It is DENIED that serious settlement negotiations have been conducted as Plaintiff asserts. On the contrary, no settlement negotiations have been conducted in this case.
3. It is DENIED that the case is ready in all aspects for trial as Plaintiff asserts. On the contrary, the case is not ready for trial and Defendant is currently preparing a Motion for

Summary Judgment on grounds that much of the Plaintiff's claim is barred by the applicable statute of limitations.

4. That Plaintiff's Certificate of Readiness sets forth that the issue in the case is possession of appliances when Plaintiff's Complaint and Amended Complaint set forth a demand for monetary damages.

5. Plaintiff has never advised Defendant prior to the filing of the Certificate of Readiness that no monetary damages were being demanded from Defendant and Defendant now requires time to ascertain from Plaintiff the exact nature of Plaintiff's demands.

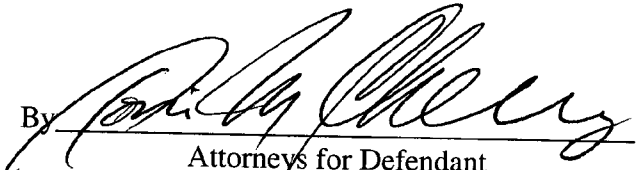
6. That for all of the above reasons, the case is not ready for trial and is not ready to be placed on the trial list.

WHEREFORE, the undersigned respectfully requests that Plaintiff's Certificate of Readiness be stricken and that this case not be placed on the Trial List for the next term of non-jury trials.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Defendant



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

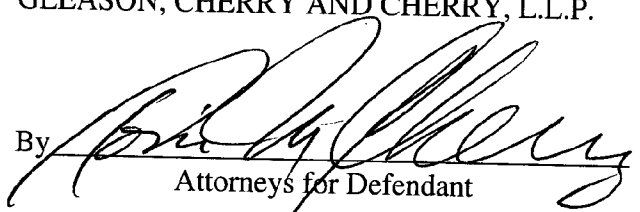
**CERTIFICATE OF SERVICE**

I hereby certify that on this 2<sup>nd</sup> day of October, 2006 a true and correct copy of Defendant's Objection to Certificate of Readiness and Request for Placement of Case on Civil Trial List was served upon ROBERT D KODAK, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ROBERT D. KODAK, ESQ.  
Kodak & Imblum, P.C.  
Attorneys at Law  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Defendant

Dated: October 2, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

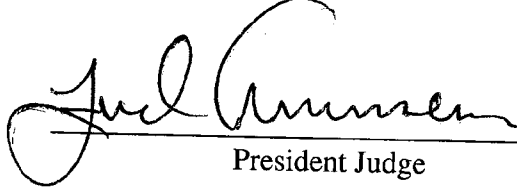
Defendant

No. 2004 - 01846 C.D.

**ORDER**

AND NOW, this 4<sup>th</sup> day of October, 2006, it is the ORDER of the Court that a status conference as the result of Defendant's Objection to Certificate of Readiness filed by Plaintiff in the above matter has been scheduled for the 31<sup>st</sup> day of October, 2006, at 9:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
President Judge

**FILED**

0/11/12cm  
**OCT 05 2006**

(GR)

William A. Shaw  
Prothonotary/Clerk of Courts

1cc ATT. T. Cherry

DATE: 10-5-2006

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

**OCT 05 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

ELECTROLUX FINANCIAL  
CORPORATION f/k/a FRIGIDAIRE  
FINANCIAL CORPORATION

Plaintiff

v

PAUL SYKTICK, individually and trading as  
SYKTICH TV & APPLIANCE

Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2004-01846 C.D.

Type of Case: CIVIL

Type of Pleading: REPLY TO DEFENDANT'S  
OBJECTION TO CERTIFICATE OF  
READINESS AND REQUEST FOR  
PLACEMENT OF CASE ON CIVIL TRIAL  
LIST

Filed on Behalf: Electrolux Financial  
Corporation, f/k/a Frigidaire Financial  
Corporation

Counsel of Record for this Party:

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
PO BOX 11848  
HARRISBURG, PA 17108-1848

(717) 238-7152

**FILED** *no cc*  
*m/10/10/06*  
OCT 18 2006

William A. Shaw  
Prothonotary/Clerk of Courts



a part hereof, Plaintiff requested a response to its settlement offer. After that date Plaintiff called Defendant's counsel's office on numerous occasions, but never received any type of response, hence, on June 5, 2006, per **Exhibit "C"** attached hereto and made a part hereof, Plaintiff contacted counsel by email confirming the status of settlement negotiations and Defendant's lack of response thereto.

3. Denied. Said case is as ready for trial as it ever will be. This case is a simple matter of a suit for goods sold and delivered and Defendant's alleged Motion for Summary Judgment has never appeared despite repeated claims that same would be filed.
4. Admitted in part and denied in part. Plaintiff's counsel made an error in drafting the Certificate of Readiness when he reviewed his file and referred to an original Complaint filed in a previous action in replevin to obtain the appliances in question. That case was docketed to number 03-1031 C.D. in the Court of Common Pleas of Clearfield County. Once it was determined that Defendant sold all of Plaintiff's appliance out of trust, Plaintiff discontinued the replevin action as the issue was moot and thereafter filed its original Complaint and Amended Complaint for monetary damages. Defendant's counsel is fully aware of such.
5. Admitted in part and denied in part. The Answer to Paragraph 4 above is incorporated fully at length herein.
6. Denied. For all the above reason this case is ready for trial and is ready to be placed on the trial list. Plaintiff's counsel understands the Call of the Trial List will be held January 2, 2007, with the trial being held sometime in the Spring of 2007. Certainly that gives Defendant's counsel sufficient time to take whatever steps she deems necessary in the representation of Defendant's interests.

WHEREFORE, the undersigned respectfully requests that Plaintiff's Certificate of Readiness be honored and the case be placed on the trial list for the next term of non-jury trials.

Respectfully submitted,

**KODAK & IMBLUM, P.C.**

A handwritten signature in dark ink, appearing to read 'Robert D. Kodak', is written over a horizontal line.

Robert D. Kodak  
407 North Front Street  
P.O. Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7152  
Attorney I.D. No. 18041  
Attorney for Plaintiff

LAW OFFICES  
**GLEASON, CHERRY AND CHERRY, L.L.P.**  
P.O. Box 505

DuBois, PENNSYLVANIA 15801-0505

ONE NORTH FRANKLIN STREET

TONI M. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1950-1990  
JAMES A. GLEASON  
1946-1975

AREA CODE 814  
371-5800  
FAX NUMBER  
(814) 371-0936

VIA FACSIMILE TRANSMISSION AS WELL AS  
UNITED STATES FIRST CLASS MAIL

December 12, 2005

Robert D. Kodak, Esq.  
Knupp, Kodak & Imblum, P.C.  
Attorneys at Law  
P. O. Box 11848  
Harrisburg, PA 17108-1848

RE: ELECTROLUX FINANCIAL CORP vs.  
PAUL SYKTICH, ET AL.  
Your File No.: 3-03-0175

Dear Bob:

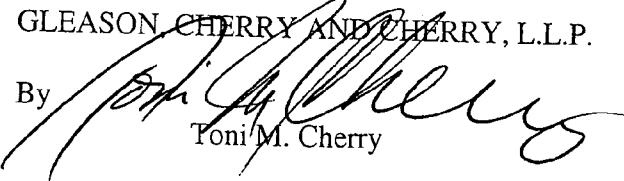
We do wish to engage in discovery and we will be presenting you with written discovery requests by the beginning of the new year. We respectfully request that you hold off listing this case for trial until we complete our discovery.

Thanking you for your kind consideration in this matter, we remain

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Toni M. Cherry

TMC:mls

cc: Mr. Paul Syktich





LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**

Robert L. Knupp  
Robert D. Kodak  
Gary J. Imblum

CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
Telephone: 717/238-7151  
Facsimile: 717/238-7158  
email: kki.law@verizon.net

Robert Ewing Knupp  
(1909-1976)  
Robert H. Maurer  
(1923-1998)

December 16, 2005

**FILE COPY**

TONI M CHERRY ESQUIRE  
GLEASON CHERRY & CHERRY LLP  
PO BOX 505  
DU BOIS PA 15801-0505

RE: Electrolux Financial Corp  
VS: Paul Syktich, *et al*  
Our File No. 3-03-0175

Dear Toni:

Thank you for your letter of December 12, 2005. I look forward to your written discovery requests by the beginning of the new year. Am I to assume from your letter that you are not going to want to take any oral depositions?

Please advise at your earliest convenience.

Very truly yours,

**KNUPP, KODAK & IMBLUM, P.C.**

Robert D. Kodak, Esquire  
*robert.kodak@verizon.net*

RDK/rzs

c RENAE WHITMOYER  
ELECTROLUX FINANCIAL CORP  
294 E CAMPUS VIEW BLVD  
COLUMBUS OH 43235-4634

(with enclosure)

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**

Robert L. Knupp  
Robert D. Kodak  
Gary J. Imblum

CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
Telephone: 717/238-7151  
Facsimile: 717/238-7158  
email: kki.law@verizon.net

Robert Ewing Knupp  
(1909-1976)  
Robert H. Maurer  
(1923-1998)

January 23, 2006

TONI M CHERRY ESQUIRE  
GLEASON CHERRY & CHERRY LLP  
POST OFFICE BOX 505  
DU BOIS PA 15801-0505

**FILE COPY**

RE: Electrolux Financial Corporation  
VS: Paul Syktich, *et al.*  
Our File No. 3-03-0175

Dear Toni:

This is a follow up to mine of December 16, 2005. I am anxious to receive your additional written discovery requests so we can move this file along. As I have explained to you time and time again, my client has been very unhappy with the initial manner in which this file was handled by our office. Being the case, I am under the gun to move this file along, so please get your discovery to me as soon as possible. I continue to assume that you do not wish to take any oral depositions so once I respond to your written discovery, I can go ahead and list this case for trial.

I look forward to your prompt reply.

Very truly yours,

**KNUPP, KODAK & IMBLUM, P.C.**

Robert D. Kodak, Esquire  
*robert.kodak@verizon.net*

RDK/be

cc: RENAE WHITMOYER  
ELECTROLUX FINANCIAL CORPORATION  
294 EAST CAMPUS VIEW BOULEVARD  
COLUMBUS OH 43235-4634

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**

Robert L. Knupp  
Robert D. Kodak  
Gary J. Imblum

CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
Telephone: 717/238-7151  
Facsimile: 717/238-7158  
email: kki.law@verizon.net

Robert Ewing Knupp  
(1909-1976)  
Robert H. Maurer  
(1923-1998)

February 2, 2006

**FILE COPY**

TONI M CHERRY ESQUIRE  
GLEASON CHERRY & CHERRY LLP  
PO BOX 505  
DU BOIS PA 15801-0505

RE: Electrolux Financial Corporation  
VS: Paul Syktich, *et al*  
Our File No: 3-03-0175

Dear Toni:

This letter is a follow up to my letter dated January 23, 2006. My client is pressuring me to list this case for trial. I am currently scheduled to be out of the office on a trip to Hawaii for my 35<sup>th</sup> wedding anniversary from February 3 through February 13, 2006. After discussing this with my client, if I do not have your written discovery upon my return to the office, I have been instructed to proceed with listing this case for trial.

I do look forward to hearing from you.

Very truly yours,

**KNUPP, KODAK & IMBLUM, P.C.**

Robert D. Kodak, Esquire  
*robert.kodak@verizon.net*

RDK/rzs

c RENAE WHITMOYER ACCOUNT MGR  
ELECTROLUX FINANCIAL CORPORATION  
294 EAST CAMPUS VIEW BOULEVARD  
COLUMBUS OH 43235-4634

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**

Robert L. Knupp  
Robert D. Kodak  
Gary J. Imblum

CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
Telephone: 717/238-7151  
Facsimile: 717/238-7158  
email: kki.law@verizon.net

Robert Ewing Knupp  
(1909-1976)  
Robert H. Maurer  
(1923-1998)

March 7, 2006

**FILE COPY**

TONI M CHERRY ESQUIRE  
GLEASON CHERRY & CHERRY LLP  
PO BOX 505  
DUBOIS PA 15801-0505

RE: Electrolux Financial Corp  
VS: Paul Syktick, *et al*  
Our File No. 3-03-0175

Dear Toni:

I have not heard back from you in response to our most recent settlement offer. Have you had a chance to discuss same with your client?

Please advise at your earliest convenience as my client is very anxious to finalize this matter once and for all.

I look forward to your prompt reply.

Very truly yours,

**KNUPP, KODAK & IMBLUM, P.C.**

Robert D. Kodak, Esquire  
*robert.kodak@verizon.net*

RDK/rzs

c RENAE WHITMOYER ACCOUNT MGR  
ELECTROLUX FINANCIAL CORPORATION  
294 EAST CAMPUS VIEW BOULEVARD  
COLUMBUS OH 43235-4634



**Robert Kodak**

---

**From:** Robert D. Kodak [Robert.Kodak@Verizon.Net]  
**Sent:** Monday, June 05, 2006 8:10 AM  
**To:** 'Rena Whitmoyer'  
**Subject:** Syktich TV & Appliance 3030175

**FILE COPY**

Rena,

I have tried repeatedly to contact Debtor's Counsel about our \$22,000.00 settlement offer. I have had no success. I am going to go ahead and get this case re-listed for trial.

RDK

Robert D. Kodak, Esquire  
Knupp, Kodak & Imblum, P.C.  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
717-238-7151 Fx: 717-238-7158

**PRIVILEGED AND/OR CONFIDENTIAL INFORMATION** may be contained in this message and/or any file attached hereto. If you are not the addressee or the person responsible for delivery of the message to the addressee, you may not copy or deliver this message to anyone. In such cases, destroy this message and notify us immediately. If you or your employer do not consent to Internet email messages of this kind, please advise us immediately. Opinions, conclusions and other information expressed in this message are not given or endorsed by this firm or any of its employees unless otherwise indicated by an authorized representative of this firm independent of this message.

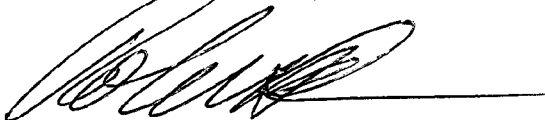


**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that on October 16, 2006, a true and correct copy of the **PLAINTIFF'S REPLY TO OBJECTION TO CERTIFICATE OF READINESS AND REQUEST FOR PLACEMENT OF CASE ON CIVIL TRIAL LIST** in the above-captioned matter was served upon the Defendant, via Regular U.S. Mail, deposited at Harrisburg, Pennsylvania, addressed as follows:

TONI M CHERRY ESQUIRE  
GLEASON CHERRY & CHERRY LLP  
PO BOX 505  
ONE NORTH FRANKLIN STREET  
DU BOIS PA 15801

**KODAK & IMBLUM, P.C.**



---

Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

: No. 2004 - 01846 C.D.

: Type of Case: CIVIL

: Type of Pleading: MOTION FOR  
CONTINUANCE

: Filed on Behalf of: PAUL SYKTICH,  
Individually and Trading as SYKTICH  
TV & APPLIANCE, Defendant

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.  
Supreme Court No.: 30205

: GLEASON, CHERRY AND  
CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

: (814) 371-5800

FILED

OCT 25 2006

William A. Shaw  
Prothonotary/Clerk of Courts

2cc  
Atty T. Cherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

**MOTION FOR CONTINUANCE**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID  
COURT:

AND NOW, comes the undersigned, counsel for Defendant, PAUL SYKTICH,  
Individually and Trading as SYKTICH TV. & APPLIANCE, moves Your Honorable Court to  
continue the status conference scheduled therein and, in support of which, avers the following:

1. That the undersigned is counsel of record for Defendant, PAUL SYKTICH,  
Individually and Trading as SYKTICH TV. & APPLIANCE.
2. That an Order has been entered by Your Honorable Court on October 5, 2006,  
scheduling a status conference as a result of Defendant's Objections to Certificate of Readiness  
filed by Plaintiff for October 31, 2006, at 9:00 a.m. in Courtroom No. 1 of the Clearfield  
County Courthouse, Clearfield, Pennsylvania.



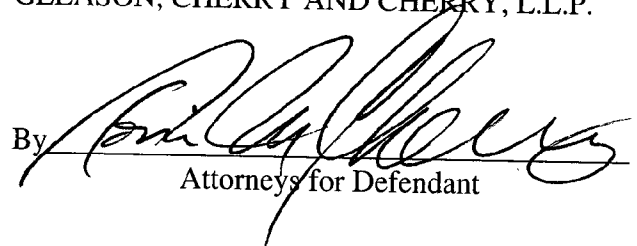
3. That the undersigned is scheduled to be before the Court in Elk County the entire day commencing at 8:45 a.m. on October 31, 2006, and will not be able to attend a status conference in the above-captioned matter.

WHEREFORE, the undersigned respectfully requests Your Honorable Court to continue the status conference to a date and time convenient for all parties.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

A handwritten signature in cursive script, likely belonging to an attorney from the firm Gleason, Cherry and Cherry, L.L.P.

Attorneys for Defendant

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

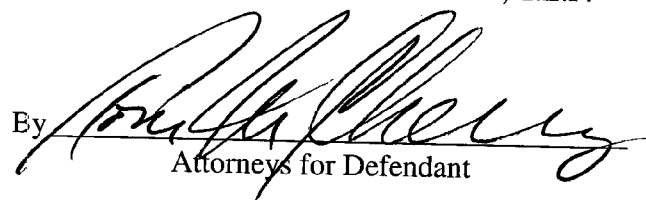
**CERTIFICATE OF SERVICE**

I hereby certify that on this 24 day of October, 2006 a true and correct copy of Defendant's Motion for Continuance was served upon ROBERT D KODAK, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ROBERT D. KODAK, ESQ.  
Kodak & Imblum, P.C.  
Attorneys at Law  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Defendant

Dated: October 24, 2006

CA

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,


Defendant


No. 2004 - 01846 C.D.

**ORDER**

AND NOW, this 25 day of October, 2006, in consideration of the Motion for Continuance filed on behalf of Defendant and the averments contained therein, said Motion is hereby granted. Said status conference is hereby rescheduled for the 6<sup>th</sup> day of December, 2006, at 11:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
President Judge

**FILED** acc Amy T. Cherry  
9/9:45 am  
OCT 27 2006 

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 10-27-2006

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

**OCT 27 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

: No. 2004 - 01846 C.D.

: Type of Case: CIVIL

: Type of Pleading: PRAECIPE TO  
: WITHDRAW OBJECTION TO  
: CERTIFICATE OF READINESS  
: AND REQUEST FOR PLACEMENT  
: OF CASE ON CIVIL TRIAL LIST

: Filed on Behalf: PAUL SYKTICH,  
: Individually and Trading as SYKTICH  
: TV & APPLIANCE, Defendant

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.  
: Supreme Court No.: 30205

: GLEASON, CHERRY AND  
: CHERRY, L.L.P.  
: Attorneys at Law  
: P. O. Box 505  
: One North Franklin Street  
: DuBois, PA 15801

: (814) 371-5800

FILED  
DEC 05 2006

3CC

Any T. Cherry

CR

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

**PRAECIPE TO WITHDRAW OBJECTION TO**  
**CERTIFICATE OF READINESS AND REQUEST FOR**  
**PLACEMENT OF CASE ON CIVIL TRIAL LIST**

TO WILLIAM A. SHAW, PROTHONOTARY

Sir:

Kindly withdraw the Objection to Certificate of Readiness and Request for Placement of Case on Civil Trial List filed on behalf of Defendant above-named and cause the status conference scheduled for Wednesday, December 6, 2006, at 11:00 a.m. to be canceled.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Defendants

Dated: December 5, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

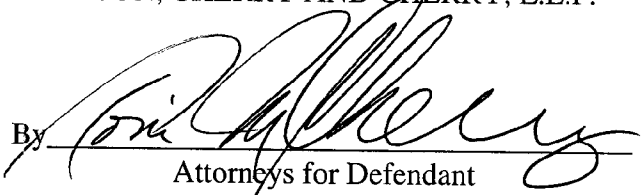
**CERTIFICATE OF SERVICE**

I hereby certify that on this 5<sup>th</sup> day of December, 2006 a true and correct copy of Defendant's Praecipe to Withdraw Objection to Certificate of Readiness and Request for Placement of Case on Civil Trial List was served upon the following persons by both facsimile transmission as well as United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ROBERT D. KODAK, ESQ.  
Kodak & Imblum, P.C.  
Attorneys at Law  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
Fax No.: (717) 238-7158

MS. RONDA WISOR  
Deputy Court Administrator  
Office of the Court Administrator  
Clearfield County Courthouse  
Suite 228, 230 East Market Street  
Clearfield, PA 16830  
Fax No.: (814) 765-7649

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Attorneys for Defendant

Dated: December 5, 2006

ELECTROLUX FINANCIAL  
CORPORATION f/k/a FRIGIDAIRE  
FINANCIAL CORPORATION

Plaintiff

v

PAUL SYKTICK, individually and trading as  
SYKTICH TV & APPLIANCE

Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2004-01846 C.D.

Type of Case: CIVIL

Type of Pleading: PLAINTIFF'S MOTION FOR  
CONTINUANCE

Filed on Behalf: Electrolux Financial  
Corporation, f/k/a Frigidaire Financial  
Corporation

Counsel of Record for this Party:

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
PO BOX 11848  
HARRISBURG, PA 17108-1848

(717) 238-7152

FILED <sup>1cc</sup>  
m112:5784  
DEC 29 2006  
Atty Kodak

William A. Shaw  
Prothonotary/Clerk of Courts



ELECTROLUX FINANCIAL  
CORPORATION f/k/a FRIGIDAIRE  
FINANCIAL CORPORATION

Plaintiff

v

PAUL SYKTICK, individually and trading as  
SYKTICH TV & APPLIANCE

Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2004-01846 C.D.

**PLAINTIFF'S MOTION FOR CONTINUANCE**

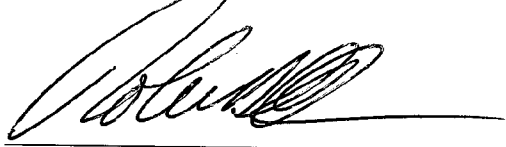
AND NOW comes Plaintiff, Electrolux Financial Corporation, by its counsel, Robert D. Kodak, Esquire, and petitions the Court as follows: :

1. This matter is currently scheduled for the January 2007 Civil Term of Court.
2. Counsel for Defendant concurs in this request in that she wishes to complete certain discovery prior to asking the Court to schedule this matter for a non-jury trial.
3. Plaintiff's counsel is unable to respond in sufficient time to any discovery requests for the current trial term and, therefore, requests that this matter be continued until the next term of civil court.
4. Once the aforesaid discovery is completed, counsel for the parties agree to expeditiously re-list the matter for trial, requesting a non-jury trial.

WHEREFORE, Plaintiff requests that the above request for a continuance until the next civil trial term be granted.

Respectfully submitted,

**KODAK & IMBLUM, P.C.**

A handwritten signature in black ink, appearing to read 'Robert D. Kodak', written over a horizontal line.

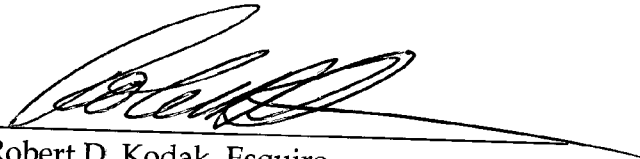
Robert D. Kodak  
407 North Front Street  
P.O. Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7152  
Attorney I.D. No. 18041  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that on December 26, 2006, a true and correct copy of the **PLAINTIFF'S MOTION FOR CONTINUANCE** in the above-captioned matter was served upon the Defendant, via Regular U.S. Mail, deposited at Harrisburg, Pennsylvania, addressed as follows:

TONI M CHERRY ESQUIRE  
GLEASON CHERRY & CHERRY LLP  
PO BOX 505  
ONE NORTH FRANKLIN STREET  
DU BOIS PA 15801

**KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

ELECTROLUX FINANCIAL  
CORPORATION f/k/a FRIGIDAIRE  
FINANCIAL CORPORATION

Plaintiff

v

PAUL SYKTICK, individually and trading as  
SYKTICH TV & APPLIANCE

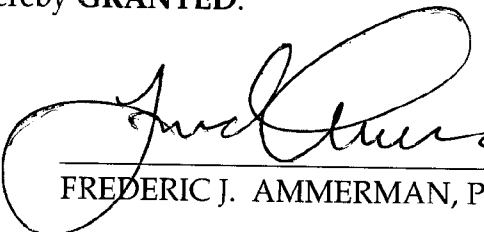
Defendant

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

NO. 2004-01846 C.D.

ORDER OF COURT

AND NOW, this 2 day of Jan, 2007, the above Motion for  
Continuance until the next term of civil court is hereby **GRANTED**.

  
FREDERIC J. AMMERMAN, P.J.

FILED <sup>icc</sup>  
01/11/24/07 Amy Kodak  
JAN 03 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED

JAN 03 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1/3/07

☒ You are responsible for serving all appropriate parties.

\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_ Plaintiff(s) \_\_\_ Plaintiff(s) Attorney \_\_\_ Other

\_\_\_ Defendant(s) \_\_\_ Defendant(s) Attorney

\_\_\_ Special Instructions:

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

: No. 2004 - 01846 C.D.  
:  
: Type of Case: IN ASSUMPSIT  
:  
: Type of Pleading: CERTIFICATE OF  
: SERVICE OF DEFENDANT'S FIRST  
: REQUEST FOR PRODUCTION OF  
: DOCUMENTS  
:  
: Filed on Behalf of: PAUL SYKTICH,  
: Individually and Trading as  
: SYKTICH TV & APPLIANCE,  
: Defendant  
:  
: Counsel of Record for this Party:  
:  
: TONI M. CHERRY, ESQ.  
: Supreme Court No.: 30205  
:  
: GLEASON, CHERRY AND  
: CHERRY, L.L.P.  
: Attorneys at Law  
: P. O. Box 505  
: One North Franklin Street  
: DuBois, PA 15801  
:  
: (814) 371-5800

FILED No CC-  
09:40am  
MAR 02 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

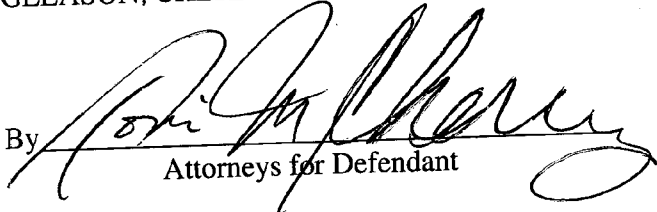
**CERTIFICATE OF SERVICE**

I hereby certify that on this 1<sup>st</sup> day of March, 2007, a true and correct copy of Defendant's First Request for Production of Documents was served upon ROBERT D. KODAK, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ROBERT D. KODAK, ESQ.  
Kodak & Imblum, P.C.  
Attorneys at Law  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Defendant

Dated: March 1, 2007

Robert D. Kodak, Esquire  
Supreme Court I.D. 18041  
KODAK & IMBLUM, P.C.  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
717-238-7152 Fax: 717-238-7158  
email: robert.kodak@verizon.net  
Attorney for Plaintiff

ELECTROLUX FINANCIAL  
CORPORATION f/k/a FRIGIDAIRE  
FINANCIAL CORPORATION  
Plaintiff

v.

PAUL SYKTICH, Individually and  
Trading as SYKTICH TV &  
APPLIANCE  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
:  
:  
: NO. 2004-01846 C.D.  
:  
: CIVIL ACTION - LAW  
:  
:  
:

**PLAINTIFF'S MOTION FOR CONTINUANCE**

AND NOW, this 22<sup>nd</sup> day of March, 2007, comes, Plaintiff, Electrolux Financial Corporation d/k/a Frigidaire Financial Corporation, by and through its Attorney, Robert D. Kodak, Esquire, Kodak & Imblum, P.C., and files the following Motion for Continuance, as follows:

**FILED** <sup>2cc</sup>  
m 110 28/07 Atty Kodak  
MAR 28 2007

William A. Shaw  
Prothonotary/Clerk of Courts



1. The captioned matter is currently listed on the 2007 Spring Civil Trial List per the Court's memorandum dated March 12, 2007.
2. Counsel for Defendant, on or about March 6, 2007, served Defendant's First Request for Production of Documents on Plaintiff's Counsel.
3. Plaintiff's Counsel was out of the office from March 2, 2007, through March 12, 2007, and did not receive said First Request for Production of Documents until his return March 12, 2007.
4. Plaintiff's Counsel did immediately forward the First Request for Production of Documents to his client.
5. Defendant's First Request for Production of Documents requires numerous items for a period in excess of 11 years.
6. Many of the files, books and records Plaintiff must access are in storage at various locations and, therefore, cannot be made available in a timely fashion to proceed with the trial for the Spring list.

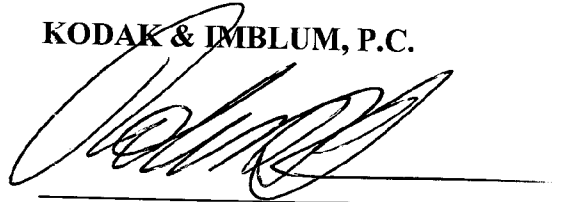
7. Counsel for Defendant has concurred with the request for a continuance, as per Exhibit "A" attached hereto and made a part hereof.

8. Once discovery is complete, counsel for the parties agree to expeditiously re-list the matter for trial, requesting a non-jury trial.

WHEREFORE, Plaintiff respectfully requests the Court's indulgence in granting the request for continuance.

Respectfully submitted,

**KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
717.238.7152 Fax: 717.238.7158  
Attorney I.D. No. 18041  
Attorney for Plaintiff

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION

Plaintiff

v.

PAUL SYKTICH, Individually and Trading  
As SYKTICH TV & APPLIANCE  
Defendant

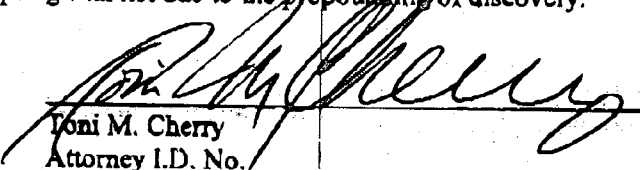
: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA

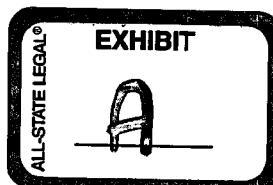
: NO. 2004-01846-CD

: CIVIL DIVISION - LAW

**CERTIFICATE OF CONCURRENCE**

I, TONI M. CHERRY, counsel for Defendant, do concur with the filing of Plaintiff's Motion  
to have the captioned case removed the spring trial list due to the propounding of discovery.

  
Toni M. Cherry  
Attorney I.D. No.  
Attorney for Defendant

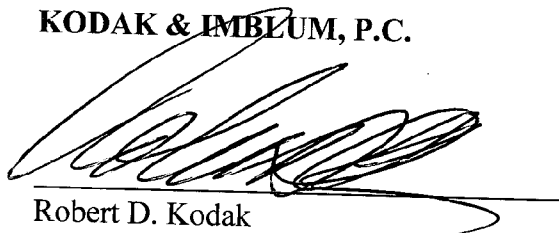


**CERTIFICATE OF SERVICE**

I, Robert D. Kodak, Esquire, hereby certify that I have this date served a certified true and correct copy of the Motion for Continuance in the above-captioned matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ATTORNEY AT LAW  
GLEASON CHERRY & CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS PA 15801

**KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: 3/22/07

ELECTROLUX FINANCIAL  
CORPORATION f/k/a FRIGIDAIRE  
FINANCIAL CORPORATION  
Plaintiff

v.

PAUL SYKTICH, Individually and  
Trading as SYKTICH TV &  
APPLIANCE  
Defendant

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

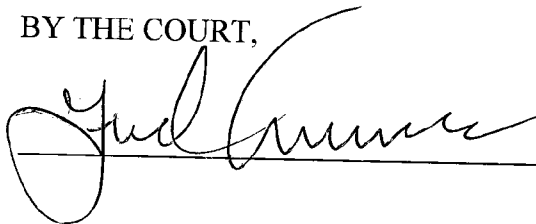
: NO. 2004-01846 C.D.

: CIVIL ACTION - LAW  
:  
:  
:  
:  
:

## ORDER

AND NOW, this 29 day of March, 2007, upon consideration of the Motion for Continuance filed by Plaintiff, with concurrence by Defendant, and the averments contained therein, said Motion is **HEREBY GRANTED** and the captioned matter is removed from the Spring trial list.

BY THE COURT,

  
J.

**FILED** <sup>ICC</sup>  
012:55371  
MAR 29 2007  
Atty Kodak  
William A. Shaw  
Prothonotary/Clerk of Courts  
(64)

FILED

MAR 29 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/29/07

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

APR 04 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Robert D. Kodak, Esquire  
Supreme Court I.D. 18041  
KODAK & IMBLUM, P.C.  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
717-238-7152 Fax: 717-238-7158  
email: robert.kodak@verizon.net  
Attorney for Plaintiff

ELECTROLUX FINANCIAL CORPORATION : IN THE COURT OF COMMON PLEAS  
f/k/a FRIGIDAIRE FINANCIAL CORPORATION : CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff :

v.

: NO. 2004-01846 C.D.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE  
Defendant

: CIVIL ACTION - LAW  
:  
:

**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that on April 2, 2007, I served a true and correct copy of the Order dated March 29, 2007, in the above-captioned matter upon Defendant's Counsel by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ATTORNEY AT LAW  
GLEASON CHERRY AND CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS PA 15801-0505

KODAK & IMBLUM, P.C.

Robert D. Kodak

CA

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

ELECTROLUX FINANCIAL  
CORPORATION, Formerly Known As  
FRIGIDAIRE FINANCIAL  
CORPORATION

Plaintiff,

vs.

PAUL SYKTICH, Individually and  
Trading As SYKTICH TV &  
APPLIANCE

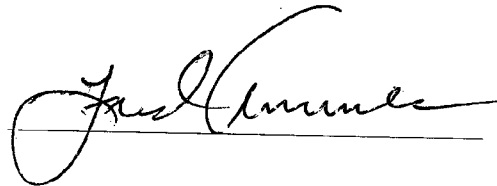
Defendant.

NO. 04-1846-C.D.

**SCHEDULING ORDER**

AND NOW, this 27<sup>TH</sup> day of February 2008, the Court noting that no activity has occurred in approximately one-year in the above captioned case, it is hereby ORDERED that the case be listed for trial and a Pre-Trial Conference shall be and is hereby scheduled for the 23<sup>rd</sup> day of April 2008 at 10:30 o'clock A.M. in Courtroom Number #1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



FILED  
014:00/01  
FEB 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

icc Attys:  
Kodak  
T. Cherry  
CP



FILED

FEB 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 2/28/08

     You are responsible for serving all appropriate parties.

  X   The Prothonotary's office has provided service to the following parties:

     Plaintiff(s)   X   Plaintiff(s) Attorney      Other

     Defendant(s)   X   Defendant(s) Attorney

     Special Instructions:

UAX

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL CORPORATION  
Plaintiff

vs.

PAUL SYKTICH, Individually and Trading As SYKTICH  
TV & APPLIANCE,  
Defendant

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

NO. 04-1846-CD

ORDER

NOW, this 23<sup>rd</sup> day of April, 2008, following pre-trial conference and upon agreement of counsel, it is the ORDER of this Court as follows:


1. All discovery shall be completed by both parties within no later than 30 days from this date;
2. The Defendant shall file any Motion for Summary Judgment within no more than 90 days from this date; and
3. The Plaintiff shall file an appropriate response to the Motion for Summary Judgment within no more than 120 days from this date. The Court will schedule argument on the Motion for Summary Judgment thereafter.
4. Counsel for the parties have agreed that the Court not schedule non-jury trial until ruling on the Motion for Summary Judgment to be filed.

FILED  
APR 29 2008

William A. Shaw  
Prothonotary/Clerk of Courts

cc: Hys:  
Kodak  
T. Cherry  
COK

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

APR 29 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4/29/08

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

FILED

JUL 22 2008

07/30/08  
William A. Shaw  
Prothonotary/Clerk of Courts

2 Cent To Attys

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE,

Defendant

: No. 04 - 1846 C.D.

: Type of Case: IN CONTRACT

: Type of Pleading: DEFENDANT'S

: MOTION FOR SUMMARY

: JUDGMENT

: Filed on Behalf of: PAUL SYKTICH,

: Individually and Trading As SYKTICH

: TV & APPLIANCE, Defendant

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

: GLEASON, CHERRY AND

: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

: (814) 371-5800

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

ELECTROLUX FINANCIAL CORPORATION, Formerly Known As FRIGIDAIRE FINANCIAL CORPORATION,	:	
	:	
Plaintiff	:	No. 04 - 1846 C.D.
	:	
vs.	:	
	:	
PAUL SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE,	:	
Defendant	:	

**DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID  
COURT:

Defendant, PAUL SYKTICH, Individually and Trading As SYKTICH TV &  
APPLIANCE, by his undersigned counsel, GLEASON, CHERRY AND CHERRY, L.L.P.,  
respectfully moves Your Honorable Court pursuant to Pa. R.C.P. 1035.1, *et seq.*, to enter  
summary judgment in favor of the Defendant and against Plaintiffs, and in support whereof,  
respectfully represents:

1. On November 22, 2004, Plaintiff instituted the present lawsuit by Complaint.  
Defendant thereafter filed Preliminary Objections to Plaintiff's Complaint and Plaintiff  
subsequently filed an Amended Complaint on October 3, 2005, alleging that Defendant had  
defaulted under the terms of a Security Agreement for purchase of inventory from Plaintiff and,  
as a result, owed the Plaintiff \$27,645.03 for inventory consisting of appliances purchased by  
Defendant from Plaintiff together with interest on the same in the amount of \$5,793.23 for a

total of \$33,438.26, together with interest thereon from October 1, 2004. A copy of Plaintiff's Amended Complaint is attached hereto and made a part hereof as Exhibit "A".

2. That attached to Plaintiff's Amended Complaint were the invoices for merchandise delivered during the years of 2002 and 2003 for which Plaintiffs claimed they were owed money from Defendant.

3. On October 25, 2005, Defendant filed an Answer to Plaintiff's Amended Complaint with New Matter, denying that Defendant was in arrears or that Defendant owed any money for merchandise represented by the invoices attached to Plaintiff's Amended Complaint and further asserted the affirmative defense that payment had been made on all of the attached invoices and provided proof thereof through the attachment of copies of the checks by which said payments were made. A true and correct copy of Defendant's Answer to the Amended Complaint and New Matter with copies of the checks showing payment of all invoices attached thereto is attached to this Motion as Exhibit "B".

4. That in his New Matter, Plaintiff also raised the affirmative defense that Plaintiff's cause of action was barred by the applicable statute of limitations found at 42 Pa. C.S.A. §5525, which requires that suit upon a cause of action based on contract be commenced within four years from the date on which the cause of action occurred or accrued.

5. That while Defendant acknowledged that Plaintiff was well within the statute of limitations to sue on a claim for payment for merchandise delivered at any time after November 23, 2000, Defendant believed and therefore averred that what Plaintiff was actually trying to do in the Complaint filed to the above-captioned term and number was to collect monies that it contended Defendant owed for merchandise delivered well before that date for

which Plaintiff maintained it had not received full payment and; thus, was also entitled to interest on portions of invoices for merchandise delivered between 1996 and November 22, 2000, for which it alleged it had not been paid.

6. That Defendant's reason for such belief was the contents of an Amended Complaint filed by the same Plaintiff against the same Defendant to No. 03 - 1031 C.D. in the Court of Common Pleas of Clearfield County, Pennsylvania, wherein Plaintiff claimed the exact same amount of money was due from Defendant as in the instant suit and supported such claim with the attachment of invoices dating back to 1996. A true and correct copy of that Amended Complaint is attached hereto and made a part hereof as Exhibit "C".

7. Defendant filed an Answer and New Matter in the lawsuit filed to No. 03 - 1031 C.D. raising the affirmative defense that Plaintiff's cause of action for payment for merchandise delivered prior to four years before the institution of that action was barred by the applicable statute of limitations.

8. Plaintiff subsequently discontinued the action filed to No. 03 - 1031 C.D. and filed the instant action attaching only invoices from 2002 forward but continuing to claim the same amounts of monies were due as it had claimed in the discontinued action that had been based on claims dating back to 1996.

9. On November 30, 2005, Plaintiff filed a Reply to Defendant's New Matter, denying the defense of the statute of limitations as a conclusion of law. A true and correct copy of Plaintiff's Reply to New Matter is attached as Exhibit "D".

10. That after the close of the pleadings in this case, Defendant propounded a Request for Production of Documents upon the Plaintiff requesting the production of invoices from

Plaintiff for merchandise delivered within the period of the statute of limitations for which Plaintiff contended no payment therefor had been rendered by Defendant.

11. In response, Plaintiff did supply an accounting of its demand for payment for merchandise delivered as far back as January 26, 1996, in support of its claim for monies owed by Defendant. A true and correct copy of Plaintiff's responses to Defendant's First Request for Production of Documents is attached hereto and made a part hereof as Exhibit "E".

12. As this is an action based upon a contract in writing and the delivery of goods for which payment is required, it is a contract action and the applicable statute of limitations is 42 Pa. C.S.A. §5525, which requires that suit be brought within four years from the date that the cause of action accrued.

13. That Plaintiff's cause of action on each delivery of merchandise would accrue four years from the date that payment on each invoice was due in full which date is clearly set forth on each separate invoice.

14. That it is clear from a review of Plaintiff's pleadings filed in the instant case when compared to the pleadings of the previously-discontinued case and a review of Plaintiff's responses to discovery that Plaintiff is attempting to collect monies it claims are due for merchandise delivered and invoiced well before four years prior to the filing of the instant suit.

15. That the invoices for merchandise delivered after November 24, 2000, that were attached to Plaintiff's discovery responses were the same invoices attached to its Complaint that Defendant claimed had been paid.



16. That Plaintiff supplied no proof that the payments that Defendant had made (through the checks of which copies were attached to his Answer) had not been received by Plaintiff.

17. Thus, Plaintiff has admitted that the payments shown in Defendant's pleadings were made by Defendant and that no monies are due and owing.

18. That there remains no material fact upon which the parties disagree as Plaintiff cannot provide any proof that Defendant has not paid for all merchandise delivered to him within the period of time that is within the statute of limitations requiring that suit be brought within four years from the time that the action accrues.

WHEREFORE, Defendant, PAUL SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE, requests that Your Honorable Court enter judgment in favor of Defendant and against Plaintiff on Plaintiff's Amended Complaint and assess costs against the Plaintiff as follows:

(a) enter summary judgment as a matter of law on all claims for monies due on merchandise delivered prior to November 24, 2000;

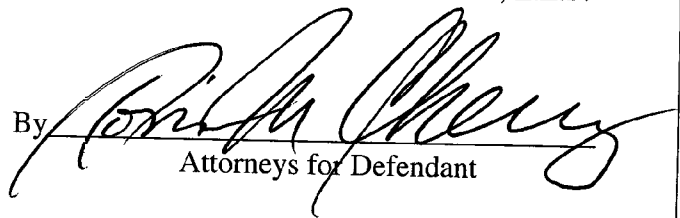
(b) enter summary judgment as a matter of law for all deficiency payments and interest and penalties accumulating thereon arising out of claims for merchandise delivered prior to November 24, 2000; and

(c) enter decree of summary judgment against Plaintiff as there exists no question of fact for Plaintiff's failure to refute that the check copies attached to Defendant's Answer and New Matter were payment in full on the invoices attached to Plaintiff's Amended

Complaint upon which it formally based its cause of action.

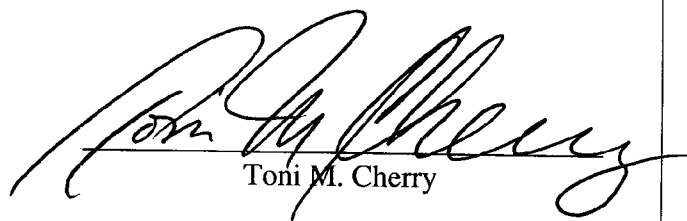
Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By  Attorneys for Defendant

## VERIFICATION

I, TONI M. CHERRY, ESQ., counsel for Defendant, verify that the information provided in the foregoing Motion for Summary Judgment is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Toni M. Cherry

DATED: July 22, 2008



ELECTROLUX FINANCIAL CORPORATION, Formerly  
Known As FRIGIDAIRE FINANCIAL CORPORATION

v.

PAUL SYKTICH, Individually and Trading As SYKTICH  
TV & APPLIANCE

Defendant

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

: NO. 2004-01846-CD

: CIVIL DIVISION - LAW

### **NOTICE**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 REDUCED FEE OR NO FEE.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE - 1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

### **AVISO**

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE - 1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

ELECTROLUX FINANCIAL CORPORATION, Formerly  
Known As FRIGIDAIRE FINANCIAL CORPORATION

v.

PAUL SYKTICH, Individually and Trading As SYKTICH  
TV & APPLIANCE

Defendant

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

: NO. 2004-01846-CD

: CIVIL DIVISION - LAW

## AMENDED COMPLAINT

The Plaintiff, ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendants to recover the sum of THIRTY-THREE THOUSAND, FOUR HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$33,438.26), along with interest thereon from October 1, 2004 upon a cause of action of which the following is a statement:

1. The Plaintiff, ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, is a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at 294 East Campus View Boulevard, Columbus, Ohio 43535.
2. The Defendant, PAUL SYKTICH, is an adult individual trading and doing business as SYKTICH TV & APPLIANCE, having its principal office and place of business at 225 West Long Avenue, Dubois, Clearfield County, Pennsylvania 15801.
3. On the dates, in the amounts, and for the prices set forth in a true and correct copy of the Plaintiff's Invoices hereto attached, marked **Exhibit "A"** and made a part hereof, Plaintiff, at the special instance and oral request of the Defendant, sold and delivered goods, wares and merchandise of the kind and description set forth on

said Exhibit to the total amount of Twenty Seven Thousand Six Hundred Forty-Five Dollars and Three Cents (\$27,645.03).

4. On or about January 29, 1996, the Defendant did enter into an Inventory Floor Planning Agreement. A true and correct copy of said Agreement is attached hereto, marked as **Exhibit "B"** and made a part hereof.
5. On or about January 29, 1996, Defendant did enter into a Security Agreement - Inventory. A true and correct copy of said Agreement is attached hereto, marked as **Exhibit "C"** and made a part hereof.
6. By the terms of the Agreements attached hereto and found at Exhibits "B" and "C" and made a part hereof, Plaintiff provided financing for Defendant in the operation of his business.
7. By the terms of the Agreements found at Exhibits "B" and "C" herein, Plaintiff maintained a security interest in the inventory, and the proceeds thereof.
8. As further evidence of Plaintiff's security interest, true and correct copies of the UCC filings are attached hereto, marked collectively as **Exhibit "D"** and made a part hereof.
9. Plaintiff further attaches the Affidavit of Business Purpose executed by Defendant on or about February 15, 1996. Said Affidavit is marked as **Exhibit "E"** and made a part hereof.
10. Defendant has defaulted under the terms of the Agreements between the parties by failing to make proper payments when due and owing.

11. Due to Defendant's default in payment of said amount due and owing as aforesaid, interest has been added to said account in the total amount of Five Thousand Seven Hundred Ninety Three Dollars and Twenty-Three Cents (\$5,793.23), as shown on **Exhibit "F"** attached hereto and made a part hereof.

12. Defendant has failed and refused, despite repeated demands from Plaintiff, to pay the balance due under the Agreements between the parties.

WHEREFORE, Plaintiff brings this suit to recover from Defendants the sum of THIRTY-THREE THOUSAND, FOUR HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$33,438.26), along with interest thereon from October 1, 2004.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney ID No. 18041

Attorney for Plaintiff



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYNTHETIC TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BCIS PA 15801

SF

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX47570
Date of Note:	01/29/2003
Charges Begin:	04/06/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMC DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Schedule Dates	Amount	Description	Balance
03/10/2003	1,973.50	MISCELLANEOUS	
04/10/2003	1,973.50	MISCELLANEOUS	
TOTAL			3,947.00

**EXHIBIT****A**

Kubra

07/03 2:54: PAGE 002/2 Kubra

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-383-1826

**Statement of Transaction: Scheduled Pay**

	1 of 1
	DX47570F
	01/29/2003
	06/25/2003
	8143752280

SYNCH TV & APPLIANCE  
225 WEST LONG AVENUE  
DO BOIS PA 15801

SP

**Please Remit To:**



(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

05/25/2003  
06/25/2003

45.00  
45.00

GIBSON APPL  
GIBSON APPL

✓ 814 375 2280  
814 375 2280

90.00

FFC 04/23/2003

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: **Scheduled Pay**

Page:	1 of 1
Invoice Number:	J065970
Date of Note:	06/04/2002
Charges Begin:	10/02/2002
Due In Full By:	10/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,779.75	FRIGIDAIRE	
08/10/2002	1,779.75	FRIGIDAIRE	
09/10/2002	1,779.75	FRIGIDAIRE	
10/10/2002	1,779.75	FRIGIDAIRE	08 22 4622
<b>Total</b>			<b>7,119.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	J065980
Date of Note:	06/04/2002
Charges Begin:	08/03/2002
Due in Full By:	08/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	178.50	KAYE ✓	EAF #524
08/10/2002	178.50	KAYE ✓	
OK			
FRIGIDAIRE FINANCIAL CORP			
Total			357.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	74220
Date of Note:	01/23/2002
Charges Begin:	04/23/2002
Due in Full By:	04/25/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/25/2002	2,067.33	CROSLEY	
03/25/2002	2,067.33	CROSLEY	
04/25/2002	2,067.34	CROSLEY	OH #4359

FRIGIDAIRE FINANCIAL CORP

**Total****6,202.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	75922
Date of Note:	03/18/2002
Charges Begin:	05/17/2002
Due in Full By:	05/25/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	449.00	CROSLEY	CR #4409
05/25/2002	449.00	CROSLEY	CR #4451
FRIGIDAIRE FINANCIAL CORP.			
Total			898.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: **Scheduled Pay**

Page:	1 of 1
Invoice Number:	75923
Date of Note:	03/18/2002
Charges Begin:	07/16/2002
Due in Full By:	07/25/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	591.00	CROSLEY	
05/25/2002	591.00	CROSLEY	
06/25/2002	591.00	CROSLEY	SA# 4451
07/25/2002	591.00	CROSLEY	4532

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****2,364.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76816
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	545.66	MISCELANEOUS	
06/10/2002	545.66	MISCELANEOUS	
07/10/2002	545.68	MISCELANEOUS	#4481

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****1,637.00**



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76818
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORFANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	245.66	PREMIER	OK #4481
06/10/2002	245.66	PREMIER	
07/10/2002	245.68	PREMIER	

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****737.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76819
Date of Note:	04/11/2002
Charges Begin:	08/09/2002
Due in Full By:	08/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	407.50	MISCELANEOUS	✓ 4564
06/10/2002	407.50	MISCELANEOUS	
07/10/2002	407.50	MISCELANEOUS	
08/10/2002	407.50	MISCELANEOUS	

OK

FRIGIDAIRE FINANCIAL CORP

**Total****1,630.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76217
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,024.25	ZENITH	
06/10/2002	1,024.25	ZENITH	
07/10/2002	1,024.26	ZENITH	02-4481

OK

**FRIGIDAIRE FINANCIAL CORP.****Total****3,072.76**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76218
Date of Note:	04/01/2002
Charges Begin:	06/10/2002
Due In Full By:	06/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	289.00	CROSLEY	
06/10/2002	289.00	CROSLEY	2nd 4:51
OK			
FRIGIDAIRE FINANCIAL CORP.			
Total			578.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76219
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,116.33	CROSLEY	
06/10/2002	1,116.33	CROSLEY	
07/10/2002	1,116.34	CROSLEY	OK = 4523

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****3,349.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	77326
Date of Note:	04/26/2002
Charges Begin:	07/05/2002
Due in Full By:	07/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	1,830.50	MISCELANEOUS	<del>4491</del>
07/10/2002	1,830.50	MISCELANEOUS	

OK

FRIGIDAIRE FINANCIAL CORP

**Total****3,661.00**

# Almo Invoice

**Invoice #: 5378250****Invoice Date: 5/9/2002****Transaction Status: 1**

Approval Number: 5052

Plan Number: FP60

Invoice Total: \$2431.00

Discount: \$ 0.00

Charges: \$80.00

Bill to:

SYKTICH TV AND  
APPLIANCE  
225 WEST LONG AVENUE  
  
DUBOIS, PA 15801

Dealer #: 552658P

## Invoice Details

Model Number	Quantity	Unit of Measure	Unit Price	Discount	Extended Price
FED367AS	1	EA	\$660.00		\$660.00
NF21014285				\$0.00	
10467144AT				\$0.00	
GLDB756AS	1	EA	\$225.00		\$225.00
TH21755954				\$0.00	
10393913AR				\$0.00	
GLRS264ZAW	1	EA	\$860.00		\$860.00
LA15205059				\$0.00	
NA				\$0.00	
MT2501C199	4	EA	\$149.00		\$596.00
60784423				\$0.00	
60985245				\$0.00	

61280360				\$0.00	
61548445				\$0.00	
NA				\$0.00	
FRT FUEL SURCHARGE	1	EA	\$10.00		\$10.00
NA				\$0.00	
NA				\$0.00	



Sep. 28. 2005 12:30PM

ELECTROLUX

No. 0125 P. 4/4

May. 16. 2003 1:45PM

Dorrance Supply

No. 0224 P. 17

INVOICE

**DORRANCE SUPPLY COMPANY**  
**1140 HUBBARD ROAD**  
**YOUNGSTOWN, OHIO 44505**

Invoice No.: 77970  
 Invoice Date: 05/15/02  
 Page: 1

Sold  
 To: SYKTICH TV  
 225 West Long Avenue  
 Dubois, PA 15801

BU  
 To: FRIGIDAIRE FINANCIAL CORP  
 POST OFFICE BOX 855  
 WORTHINGTON, OH 43086

Ship  
 To: SYKTICH TV  
 225 West Long Avenue  
 Dubois, PA 15801

P.O. #	PAYMENT TERMS	APPROVAL#	PLAN #	DUE DATE
	60 DAY FLOOR PLAN	0115	5900	05/30/02

QTY	MODEL NO. DESCRIPTION	PRICE	PA1 BILL OF LADING NO.	PA2	NET EACH	FRT/EA	EXT AMT.
2	CAWS823JQ CROSELY 27" WASHER SERIAL NUMBERS cm1805839 SERIAL NUMBER CM1806971 nk/fp approval #0115 \$4500 4/28/02slc	278.00 /	B/L	81597-Y	278.00		556.00

WTY#4600428-429  
 WTY#4566313-316  
 WTY#4581331-339

I CERTIFY THIS TO BE A  
 TRUE AND EXACT COPY OF  
 THE ORIGINAL INVOICE.

*Erica*  
 Controller

\*\*\*THANK YOU FOR YOUR BUSINESS\*\*\*

SHIP VIA: WARD DELIVER PPD  
 SALESPRN: Denny Miller

SUB TOTAL . . .	506.00
FREIGHT . . . .	50.00
TAX . . . . .	
PAY THIS AMOUNT. . . . . >	556.00

A FINANCE CHARGE OF 1.75% WILL BE ASSESSED ON ALL PAST DUE AMOUNTS.

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78725
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,528.00	MISCELANEOUS	✓ ✓ ✓ OK # 4-23.
08/10/2002	1,528.00	MISCELANEOUS	
09/10/2002	1,528.00	MISCELANEOUS	

66

**Total**

**4,584.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	78726
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	439.50	MISCELANEOUS	CH 4324
08/10/2002	439.50	MISCELANEOUS	
Total			879.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	78727
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	341.62	MISCELANEOUS	K # 4513
08/10/2002	341.62	MISCELANEOUS	
09/10/2002	341.62	MISCELANEOUS	

36

**Total****1,024.86**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	78726
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due in Full By:	08/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	439.50	MISCELANEOUS	CH # 7524
08/10/2002	439.50	MISCELANEOUS	
FRIGIDAIRE FINANCIAL CORP			
Total			879.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78727
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	341.62	MISCELANEOUS	K ch # 4616 L
08/10/2002	341.62	MISCELANEOUS	
09/10/2002	341.62	MISCELANEOUS	
31			
FRIGIDAIRE FINANCIAL CORP			
Total			1,024.86

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78728
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	143.00	CROSLEY	GB 4564
08/10/2002	143.00	CROSLEY	
OK			
FRIGIDAIRE FINANCIAL CORP			
Total			286.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

## Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	78729
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	98.95	MISCELANEOUS	48 4524
08/10/2002	98.95	MISCELANEOUS	
			01
FRIGIDAIRE FINANCIAL CORP.			
Total			197.90



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington, OH 43085  
800-388-1825

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	87938
Date of Note:	04/04/2003
Due in Full By:	07/10/2003
Account Number:	8143752280

SYKTIH TV & APPLIANCE  
225 WEST LONG AVENUE  
DU BOIS PA 15801

SP

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

03/10/2003	2,495.06	MISCELLANEOUS
06/10/2003	2,495.06	MISCELLANEOUS
07/10/2003	2,495.07	MISCELLANEOUS

CH 4918  
42 4958  
42 4999

**TOTAL****7,485.19**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4713040
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due In Full By:	06/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	241.50	MISCELANEOUS	
06/10/2002	241.51	MISCELANEOUS	oh # 4481

72

# FRIGIDAIRE FINANCIAL CORP.

**Total****483.01**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4911760
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due in Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,388.50	MISCELANEOUS	
06/10/2002	1,388.50	MISCELANEOUS	CR = 4481
0 L			
FRIGIDAIRE FINANCIAL CORP			
Total			2,777.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	5375160
Date of Note:	04/23/2002
Charges Begin:	08/09/2002
Due in Full By:	08/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	997.00	KAYE ✓	Ch# 4564
08/10/2002	997.00	KAYE ✓	
OK			
FRIGIDAIRE FINANCIAL CORP.			
Total			1,994.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: **Scheduled Pay**

Page:	1 of 1
Invoice Number:	5381000
Date of Note:	04/29/2002
Charges Begin:	07/02/2002
Due in Full By:	07/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	119.26	MISCELANEOUS	
07/10/2002	119.27	MISCELANEOUS	CA # 4523
OK			
FRIGIDAIRE FINANCIAL CORP			
Total			238.53

# INVENTORY-FLOOR PLANNING AGREEMENT

This Agreement is entered into this 29 day of January, 1996 between Sykitich, Paul (owner) t/a Sykitich TV & Appliance whose business address is 27 W. Long Ave DuBois Pa (hereinafter Dealer) and Frigidaire Financial Corporation whose business address is 294 East Campus View Blvd. Columbus, Ohio 43235 (hereinafter FFC) for the purpose of establishing a floor planning arrangement for the acquisition and financing of inventory by Dealer.

Dealer sells and/or leases new and used Appliances - Electronics. Pursuant to this business, Dealer desires financing for its acquisition of inventory in the ordinary course of its business.

## 1. ADVANCES.

A. FFC may from time to time in its sole discretion and on presentation of the appropriate documentation advance monies to Dealer or the seller of goods on behalf of Dealer to enable Dealer to purchase inventory.

B. Dealer may apply for other loans or advances, but each application will be treated independently by FFC and must qualify in terms of eligibility and credit worthiness. Nothing contained in this Agreement, or any other agreement between Dealer and FFC, shall be construed to obligate FFC to advance funds to Dealer.

C. FFC shall make advances only upon the receipt by it of an invoice from the seller of goods or such other documents as it may in writing to Dealer specify as necessary to make advances under this Agreement.

## 2. REPAYMENT PROVISIONS.

A. All amounts due FFC for the advancement of funds as set forth in this Agreement or for any other sums due to FFC under any other agreement executed between the parties shall be payable by Dealer when due as indicated on any statement of account or monthly activity statement submitted to Dealer by FFC and in any event upon the sale or other disposition by Dealer of any item of inventory. Dealer agrees that all inventory financed by FFC shall remain subject to any security interest granted in any other agreement by Dealer to FFC. Dealer shall make payment on the following basis:

PAY AS SOLD - The outstanding principal of amounts advanced pursuant to this Agreement shall be repaid in full immediately upon the sale of any item of inventory.

SCHEDULE PAY - The Dealer shall pay on the specified days of each month the entire principal amount indicated on the statement of account or activity statement submitted to Dealer by FFC.

B. On a monthly basis on or before the 10th day of each month, Dealer shall pay to FFC interest and insurance computed on the average daily balance of all outstanding principal amounts as indicated on the statement of account or monthly activity statement furnished by FFC.

## 3. DEFAULT.

A very important element of this Agreement is that Dealer make all its payments promptly as agreed upon. Also essential is that the inventory continue to be in good condition and adequate security for the indebtedness. Dealer shall be in Default under this Agreement on the occurrence of any of the following events or conditions:

A. failure to make in a timely manner any payment required under this Agreement including a failure to pay any amount due when Dealer sells a floor planned item;

B. any warranty, representation, or statement now or hereafter furnished by or on behalf of Dealer to FFC in connection with this Agreement or any guaranty proves to be false or misleading in any material respect when furnished;

C. any judgment, writ, levy, lien, attachment, notice of tax lien, or similar process is entered or filed against Dealer or any of its property and is not vacated, bonded, or stayed to the satisfaction of FFC within thirty (30) days; or

D. death, dissolution, termination of existence, insolvency or business failure, or the filing of a voluntary or involuntary petition in bankruptcy by Dealer or any guarantors.

## 4. RIGHTS AND REMEDIES.

Upon Default or termination of this Agreement, FFC may, at its option and without notice, declare all or any part of the obligations of the Dealer to be due and payable, without the necessity of prior recourse to security, and FFC may exercise its Rights and Remedies under this Agreement or any other agreement to any security or guaranty executed in connection with this Agreement. All Rights and Remedies are cumulative and not exclusive. FFC may waive any Default under this Agreement, but no waiver of any of FFC's Rights under this Agreement shall constitute a waiver of such Rights with respect to any prior or subsequent Default.

## 5. DURATION AND TERMINATION

This Agreement shall be in effect from the date of execution until terminated. This agreement may be terminated by either party at any time upon the giving of written notice by certified mail return receipt requested to the other party. However, such termination shall not change any rights that may have accrued prior to the effective date of the termination.

This Agreement, and all rights and obligations of the parties thereto, shall be governed by the laws of the State of Ohio. In witness whereof, this Agreement has been duly executed on behalf of the undersigned this 29 day of January, 1996.

FRIGIDAIRE FINANCIAL CORPORATION

Sykitich, Paul (owner) t/a  
Sykitich TV & Appliance FEB 3 1996

BY: Dorina Broadway  
Credit Specialist

Paul Sykitich  
DEBTOR

ITS: \_\_\_\_\_  
TITLE

EXHIBIT

B

TITLE

# SECURITY AGREEMENT - INVENT

1. PARTIES The parties to this Security Agreement are Frigidaire Financial Corporation, (hereinafter "Secured Party") and Paul Skitch, Paul (owner) t/a Sykitch TV & Appliances (hereinafter "Debtor").

2. ADVANCES - Debtor who is engaged in the business of buying, selling and generally dealing in new and used products may, from time to time, obtain from Secured Party such sums of money as Secured Party in its discretion may advance to Debtor (or on behalf of Debtor) for the purchase of Inventory, and which advances are to be secured by the security interest granted by this Agreement.

3. SECURITY INTEREST AND COLLATERAL - To secure repayment by Debtor of all Obligations (as defined below), Debtor hereby grants to Secured Party a continuing security interest in the following property of Debtor (hereinafter collectively called the "Collateral"):

(A) All of Debtor's presently owned and hereafter acquired Inventory, wherever located but not limited to those addresses listed in section 4 (A), and all Proceeds thereof. The term "Inventory" means all of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, tractors, leaf blowers, string trimmers, chain saws, televisions, projection screens, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories financed by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and incorporated herein.

(B) All monies and credits owing or to become owing at any time to Debtor from any manufacturer and/or distributor selling Inventory to Debtor. Such monies and credits shall include, but not be limited to: rebates, factory credits, volume incentives, advertising credits and all other forms of monies or credits becoming payable at any time to Debtor from manufacturers and/or distributors.

(C) All of Debtor's presently owned and hereafter acquired Inventory which has been paid for by Debtor but remaining in Debtor's stock or possession which has been financed by Secured Party.

The term "Proceeds" as used above and elsewhere in this Agreement shall mean all cash and non-cash proceeds received by Debtor upon the sale or lease of Inventory, non-cash proceeds to include, without limitation, all accounts, contract rights, chattel paper, leases, rental contracts and instruments (as those terms are defined in the Uniform Commercial Code of the state in which Debtor is located) and any amounts payable pursuant to policies of insurance covering Inventory.

The term "Debtor Receivables" as used herein shall mean and include the monies and credits in which Secured Party is granted a security interest pursuant to (B) above.

The term "Obligations" as used in this Agreement shall mean and include the following:

- (i) All indebtedness owing or to become owing for advances made by Secured Party for Debtor as contemplated by this Agreement.
- (ii) Any other liabilities and obligation whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

## 4. DEBTOR'S REPRESENTATIONS AND AGREEMENTS -

(A) Debtor represents that its principal place of business is its address shown below:

27 W. Long Ave DuBois Clarifield Pa 15861  
Street Address City County State Zip

The collateral shall be kept at the above address and at the following additional address:

Street Address	City	County	State	Zip

If Debtor has additional places of business, a separate listing of those locations is attached hereto. Debtor will notify Secured Party immediately in writing of any changes in its places of business and the removal of any Collateral from any of its places of business.

(B) Debtor will execute and deliver to Secured Party all financing statements requested by Secured Party and will pay all costs of filing the same; and authorizes Secured Party to sign financing statements for Debtor.

(C) Debtor shall keep complete and accurate records of its business, which shall be available for Secured Party's inspection at all reasonable times, and will furnish to Secured Party such information regarding its business and financial condition as may be requested; Secured Party may enter the premises of Debtor to perform reasonable inventory inspections.

(D) Debtor agrees that Secured Party may, at all times, use and apply any or all Debtor Receivables toward the payment of all Obligations which are due and unpaid, in whole or in part; that Secured Party may notify and direct the parties owing the same to make payment thereof to Secured Party for application to the payment of due and unpaid Obligations, without prior notification to Debtor.

(E) Debtor will not sell or otherwise transfer any Collateral or interest therein other than in its ordinary course of business. Debtor agrees that the Collateral is free from any other claim or encumbrance except for Secured Party's. Debtor warrants that there are no other Financing Statements outstanding with respect to the Collateral, and Debtor will notify Secured Party before signing or authorizing the signing of any Financing Statement with respect to the Collateral.

(F) Debtor will keep the Collateral in good order and repair and will pay all taxes, assessments or charges which may be levied or assessed against the same, and in the event of its failure to comply with the foregoing, any amounts expended by Secured Party as it, in its sole discretion may deem to be necessary to repair or put the Collateral into operating condition or to pay any and all taxes, assessments and charges to be discharged, shall be considered an Obligation which is secured by this Security Agreement.

(G) Debtor will keep the Collateral insured for full value against all insurable risks, with loss payable to Secured Party as its interest may appear under the policies which are subject to cancellation upon no less than thirty (30) days written notice to Secured Party. Should Debtor fail to procure such insurance, Secured Party may procure the same and the cost thereof shall be considered an Obligation.

(H) Debtor will pay all indebtedness arising from advances by Secured Party on Debtor's behalf for the purchase of Inventory; indebtedness shall include the principal amount of such advances, plus charges, at Secured Party's option, and shall be secured by the Collateral. The terms of this agreement shall be deemed to be evidence of such prior agreement, unless objected to within ten (10) days after receipt thereof.

(i) Any Statements of Account furnished by Secured Party to Debtor shall be deemed to be evidence of such prior agreement, unless objected to within ten (10) days after receipt thereof.

(ii) Debtor agrees to pay all interest as agreed to between the parties from time to time, in accordance with the following:



The rates to be agreed upon and noted in the Statements of Account are unenforceable, Debtor shall be deemed to have agreed to the maximum rate allowable under applicable state law.

(iii) In no event shall the interest rate be increased by more than 1% per annum. The interest shall be Secured Party's obligation to adjust Debtor's continuing credit account to the extent required to conform to applicable law and this Agreement.

(iv) All Obligations shall be payable by Debtor when due as indicated on any statements submitted to Debtor, and in any event upon the sale or other disposition by Debtor of any item of inventory unless otherwise agreed to by Secured Party. Until the proceeds of such sale or disposition have been paid to Secured Party, Debtor shall hold the entire sale proceeds IN TRUST for Secured Party, separate and apart from Debtor's funds and goods.

(v) Any failure by Debtor to pay any indebtedness represented by any item of inventory sold or otherwise disposed of by Debtor shall have the immediate effect of accelerating all Obligations then outstanding, at Secured Party's option, whether or not then due and payable. Debtor agrees to pay reasonable attorney fees as permitted by applicable state law together with costs incurred by Secured Party in the collection of any Obligations or the enforcement of Secured Party's remedies as provided elsewhere.

5. DEFAULT - Any of the following shall constitute a Default under this Agreement:

(A) Any breach or failure by Debtor to pay, observe, or perform any of its Obligations or representations and undertakings hereunder or any other agreement between the parties.

(B) Any material misrepresentation by Debtor in connection with the information concerning Debtor's business and financial condition supplied to Secured Party.

(C) Debtor's becoming insolvent, or making an assignment for the benefit of creditors, the filing of a petition in bankruptcy by or against the Debtor, the commencement of proceedings for the appointment of a receiver for Debtor or the commencement of proceedings for reorganization or composition with creditors under any federal or state insolvency law, or if any or all of the Collateral shall be levied upon.

6. REMEDIES - In the event of any Default, Secured Party shall have all of the rights and remedies of a Secured Party as provided in the Uniform Commercial Code in effect in the state in which Debtor conducts its business; and in addition, the right to:

(A) Declare all unpaid Obligations immediately due and payable.

(B) Take possession of all or any of the Collateral then in the possession of Debtor, or wherever found, and for that purpose Secured Party may enter the premises of Debtor, who agrees to assemble and deliver the Collateral at a place reasonably convenient to both parties.

(C) Deduct from the proceeds of sale of Collateral any unpaid Obligations, any attorney's fees, as permitted by applicable state law, whether incurred through judicial proceedings or otherwise, court costs incurred by Secured Party, other expenses such as moving, storage and repair of the collateral, any expenses incurred for the preservation or renovation of the Collateral for purposes of sale as Secured Party may be entitled to under the Uniform Commercial Code.

(D) Debtor agrees that a private sale of any of the goods to a dealer in those types of goods for the amount originally paid for that item or any lesser fair price is a commercially reasonable sale of that item. Further, Debtor agrees that the delivery of any of the goods to the distributor or manufacturer, with a request that it repurchase that item as provided in any repurchase agreement with Secured Party, is a commercially reasonable sale of that item. Any surplus shall be paid to Debtor, and Debtor agrees to pay any deficiency immediately upon demand.

#### 7. GENERAL -

(A) It is understood and agreed, any law, custom or usage to the contrary, that Secured Party shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or practice on the part of Secured Party in refraining from so doing at any time or times; further that the failure of Secured Party at any time or times to enforce its rights under this Agreement strictly in accordance with the same, shall not result in an alteration or waiver of any of the specific terms and provisions of this Agreement, or be construed as having modified the same.

Debtor and Secured Party hereby waive any and all right to trial by jury in any action brought to enforce this Agreement or any amendment thereto or any action brought to enforce payment of any Obligations owing Secured Party.

(B) This Agreement may not be modified, altered or amended except by a further agreement in writing signed by the parties hereto.

(C) Any provision of the Agreement found upon judicial interpretation or construction to be void or prohibited by law shall not invalidate the remaining provisions hereof.

(D) Debtor hereby irrevocably appoints Secured Party, including any of its employees as it may designate, as its true and lawful attorney-in-fact, with power of substitution, to do the following in its place and stead: to execute and deliver in the name of Debtor any chattel mortgages and financing statements; to endorse Debtor's name upon any notes, checks, drafts, money orders and other forms of instruments made payable to Debtor, and generally to do and perform all acts and all things necessary in discharge of the power hereby granted, which shall specifically include the making of any acknowledgments and affidavits necessary for the filing or recording of any or all of the foregoing.

(E) This Agreement, and all the rights and Obligations of the parties thereto, shall be governed by the laws of the State of Ohio. Debtor agrees that any lawsuit may properly be filed in the state and federal courts of Ohio.

The foregoing powers are coupled with an interest and shall be considered irrevocable without prior written consent of Secured Party for such time as any Obligations may remain outstanding.

8. Secured Party may assign the benefits of this Security Agreement to a third party, whereupon Secured Party's assignee shall be entitled thereto and Debtor shall thereupon be obligated to Secured Party's assignee for the payment of Obligations and the performance of all other obligations for which it is bound hereunder.

9. Hazardous Waste Indemnification - Debtor shall indemnify and hold harmless Secured Party, its parent company, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance on, under or about Debtor's property or operations or property leased to Debtor, including but not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). For these purposes, the term "hazardous substances" means any substance which is or becomes designated as "hazardous" or "toxic" under any federal, state, or local law. This indemnity shall survive repayment of Debtor's obligations to Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their proper officers and their seal to be affixed this 29 day of January, 1996.

January 1996

ATTEST:  
(or witness)

Paul Sykitch (Seal)  
Secretary

By

Paul Sykitch  
(Debtor)

Title:

Owner

Frigidaire Financial Corporation  
(Secured Party)

By

Donna Broadway



## PARTIES

Last name first if individual) and mailing address:

Sykitch, Paul  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:

Frigidaire Financial Corporation  
PO Box 855  
Worthington, OH 43085

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

Frigidaire Financial Corporation

FINANCIAL STATEMENT CHANGE  
Uniform Commercial Code Form UCC-3  
IMPORTANCE: Please read instructions on  
reverse side of page 4 before completing

Filing No. (stamped by filing officer):

File # P-48335

Date, Time, Filing Office (stamped by filing officer):

Date 10-20-00

Docket # Continuation

Time 11:00 AM

Clearfield County Prothonotary Office

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ Real Estate Records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. P48335 filed with the:

- ☐ Secretary of the Commonwealth on (date) \_\_\_\_\_
- ☒ Prothonotary of Clearfield County on (date) 3/27/1996
- ☐ Real Estate Records of \_\_\_\_\_ County on (date) \_\_\_\_\_

DESCRIPTION OF FINANCING STATEMENT CHANGE

- ☒ Continuation - The original Financing Statement identified above is still effective.
- ☐ Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- ☐ Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- ☐ Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- ☐ Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RETURN RECEIPT TO:

NCS Financial Services  
PO Box 24101  
Cleveland, Ohio 44124

EXHIBIT

D

REORDER FROM  
Register, 1  
314 PIERCE ST.  
P.O. BOX 218  
ANDOVER, MA 01810  
(617) 421-1713

## PARTIES

Name first if individual) and maili

Paul (owner)  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

First State Financial Corporation  
P.O. Box 885  
Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

First State Financial Corporation

Uniform Commercial Code Form UCC-1  
IMPORT reverse

Case read instructions on  
page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods are included in the collateral described in this statement: all of the following types of goods are included in the collateral described in this statement:  
1. all of the following types of goods are included in the collateral described in this statement:  
2. all of the following types of goods are included in the collateral described in this statement:  
3. all of the following types of goods are included in the collateral described in this statement:  
4. all of the following types of goods are included in the collateral described in this statement:  
5. all of the following types of goods are included in the collateral described in this statement:  
6. all of the following types of goods are included in the collateral described in this statement:  
7. all of the following types of goods are included in the collateral described in this statement:  
8. all of the following types of goods are included in the collateral described in this statement:  
9. all of the following types of goods are included in the collateral described in this statement:  
10. all of the following types of goods are included in the collateral described in this statement:

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_

for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

1. Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1a

1b

RETURN RECEIPT TO:

First State Financial Corporation  
P.O. Box 885  
Worthington, OH 43085

REORDER FROM  
Registré,  
314 PIERCE ST.  
P.O. BOX 218  
ANDOVER, MN. 55001

## PARTIES

Name first if individual and mailing address

Paul (owner)  
West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Frigidaire Financial Corporation  
P.O. Box 885

Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.

b. ☐ as to which the filing has lapsed.

c. already subject to a security interest in another county in Pennsylvania-  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.

d. already subject to a security interest in another jurisdiction-  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.

e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

Frigidaire Financial Corporation

*[Signature]*

*[Signature]*

STANDARD FORM FORM UCC-1 (7-89)

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
IMPORTANCE: Please read instructions on  
reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

File # 0-48335

Date 3-27-96

Docket # 15-314-01

Time 1:30 pm

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

☐ Secretary of the Commonwealth.

☒ Prothonotary of Clearfield County.

☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of but not limited to: washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, tractors, leaf blowers, riding trimmers, chain saws, televisions, projection cameras, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories furnished by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

a. ☐ crops growing or to be grown on -

b. ☐ goods which are or are to become fixtures on -

c. ☐ minerals or the like (including oil and gas) as extracted on -

d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_  
for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

*[Signature]*  
Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1a

1b

RETURN RECEIPT-TO:

*[Signature]*  
XXXXXX  
XXXXXX

NCS FINANCIAL SERVICES GROUP  
P.O. Box 24101  
CLEVELAND, OHIO 44124

FILING OFFICE ACKNOWLEDGEMENT - County only.

RECORDED FROM  
Register, In  
114 PIERCE ST.  
100-000-000

REORDER FROM  
 Registré, I  
 314 PIERCE ST.  
 P.O. BOX 218  
 ANCHAL, MN. 55303

FIDAVIT OF BUSINESS PURPOSE

Commonwealth of Pennsylvania

County of Clearfield 2/15, 1996

Paul Syktich being duly sworn according  
to law deposes and declares that:

1. He/She is sole owner or general partner in \_\_\_\_\_  
Syktich TV & Appliance  
located at 27 West Long Avenue  
DuBois, PA 15801
2. That he/she has obtained a line of credit from \_\_\_\_\_  
Frigidaire Financial Corporation  
in excess of \$10,000.
3. That such funds shall be utilized solely in the business enterprise set forth above.
4. That he/she exercises actual control over the managerial decisions in the above business in which the said funds shall be utilized.
5. That he/she declares under the penalty of perjury that the above is true and correct.

Paul Syktich

Sworn to and Subscribed before me this 15<sup>th</sup> day  
of February, 1996.

Alice P. Kirk

NOTARIAL  
ALICE P. KIRK, NOT  
DUBOIS CITY, CLEARFI  
MY COMMISSION EXPIRES



ELECTROLUX FINANCIAL CORP  
P. O. Box 855  
Worthington OH 43085

Monthly Statement : 09/30/2004  
SYKTICH TV & APPLIANCE SP / 8143752280



SYKTICH TV & APPLIANCE SP  
225 WEST LONG AVENUE  
DU BOIS

PA 15801

**Please Remit Payment to :**

ELECTROLUX FINANCIAL CORP  
Department 0754  
Columbus

OH 43271-0754

**Direct Correspondence to :**

ELECTROLUX FINANCIAL CORP  
P. O. Box 855  
Worthington

OH 43085

Contact Telephone Number : 800-388-1826

**Information**

This is the new format for the Monthly Statement. We have added more information and made page one the key summary of your account. If you have any que about the new design, please contact your account manager.

Reminder : The Security Agreement signed by your company requires all proceeds from the sale of EFC-financed inventory to be held IN TRUST, separate and from all other funds and goods, until such time they are remitted to EFC.

**Account Summary as of 09/30/2004**

Principal Balance	27,645.03	Interest Due	5,793.23
NSF Balance	0.00	Insurance Due	0.00
Orders Outstanding	0.00	Payments Due	27,645.03
Unapplied Credits	0.00	Total Due	33,438.26
Credit Limit	0.00		
Credit Available	0.00		

**Next Month's Rates**

Standard Renewal Rate 2.00% per month      Delinquent Rate 2.00% per month      NSF Rate 2.00% per month

The EFC Floorplan Insurance Rate is 11.9 cents per \$100.00 outstanding

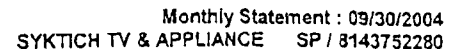
**Interest and Charges Billed as of 09/30/2004**

	Interest/ Charges	Insurance	Total
Previous Balance Due	5,380.41	0.00	5,380.41
Payments Applied	0.00	0.00	0.00
Adjustments	0.00	0.00	0.00
Current Month Billing	412.82	0.00	412.82
Total Due By : 10/15/2004	5,793.23	0.00	5,793.23

**Payments Due Summary as of 09/30/2004**

Date Due	Amount
Past Due	27,645.03
Total Due	27,645.03





Type	Dist	Invoice	Date of Note	Free Days	Charges Start	Original Balance	Cash Applied	Credits Applied	Present Balance	Interest Due
SPP	ALMO DIS	4713040	04/09/2002	60		483.01	0.00	0.00	241.51	4.83
SPP	ALMO DIS	4911760	04/09/2002	60		2,777.00	0.00	0.00	1,388.50	27.77
SPP	ALMO DIS	5375160	04/23/2002	60		1,994.00	0.00	0.00	997.00	0.00
SPP	ALMO DIS	5378250	05/09/2002	60		2,431.00	0.00	0.00	1,215.50	24.31
SPP	ALMO DIS	5381000	04/29/2002	60		238.53	0.00	0.00	119.27	2.39
SPP	ALMO DIS	5559970	08/29/2002	60		1,294.00	0.00	0.00	1,294.00	25.88
SPP	ALMO DIS	5572792	09/06/2002	60		840.01	0.00	0.00	840.01	16.80
SPP	ALMO DIS	DX47570F	01/29/2003	64		90.00	0.00	0.00	90.00	1.80
SPP	ALMO DIS	J065970	06/04/2002	120		7,119.00	0.00	0.00	1,779.75	35.60
SPP	ALMO DIS	J065980	06/04/2002	60		357.00	0.00	0.00	178.50	0.00
SPP	DORRANCE	74220	01/23/2002	90		6,202.00	0.00	0.00	483.85	0.00
SPP	DORRANCE	75922	03/18/2002	60		898.00	0.00	0.00	449.00	8.98
SPP	DORRANCE	75923	03/18/2002	120		2,364.00	0.00	0.00	1,182.00	23.64
SPP	DORRANCE	76217	04/01/2002	100		3,072.76	0.00	0.00	1,024.25	0.00
SPP	DORRANCE	76218	04/01/2002	70		578.00	0.00	0.00	289.00	5.78
SPP	DORRANCE	76219	04/01/2002	100		3,349.00	0.00	0.00	1,116.33	0.00
SPP	DORRANCE	76517	04/02/2002	69		1,291.00	0.00	0.00	645.50	12.91
SPP	DORRANCE	76816	04/11/2002	90		1,637.00	0.00	0.00	924.14	18.48
SPP	DORRANCE	76818	04/11/2002	90		737.00	0.00	0.00	245.66	0.00
SPP	DORRANCE	76819	04/11/2002	120		1,630.00	0.00	0.00	815.00	8.15
SPP	DORRANCE	77326	04/26/2002	60		3,661.00	0.00	0.00	3,288.17	65.76
SPP	DORRANCE	77970	05/15/2002	56		556.00	0.00	0.00	278.00	5.56
SPP	DORRANCE	77971	05/15/2002	87		9,313.44	0.00	0.00	6,208.96	124.18
SPP	DORRANCE	78725	06/12/2002	90		4,584.00	0.00	0.00	1,528.00	0.00
SPP	DORRANCE	78726	06/12/2002	59		879.00	0.00	0.00	439.50	0.00
SPP	DORRANCE	78727	06/12/2002	90		1,024.86	0.00	0.00	341.62	0.00
SPP	DORRANCE	78728	06/12/2002	59		286.00	0.00	0.00	143.00	0.00
SPP	DORRANCE	78729	06/12/2002	59		197.90	0.00	0.00	98.95	0.00
SPP	DORRANCE	87988	04/04/2003	97		7,485.19	0.00	0.00	0.06	0.00
Subtotals for Scheduled Pay							0.00	0.00	27,645.03	412.82
Totals							0.00	0.00	27,645.03	412.82

Credit Memo No	Date	Amount
Total		0.00

### Payments Due Detail

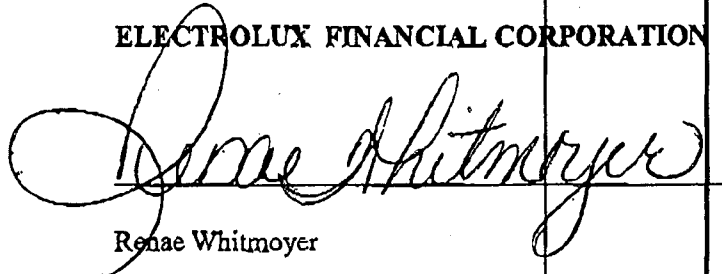


Scheduled Payments Due			Aged Product			Curtailments Due		
Date Due	Invoice	Value	Date Due	Invoice	Value	Date Due	Invoice	Value
03/25/2002	74220	483.85						
05/25/2002	75922	449.00						
05/25/2002	75923	591.00	Total		0.00	Total		0.00
06/10/2002	4713040	241.51						
06/10/2002	4911760	1,388.50						
06/10/2002	76217	1,024.25						
06/10/2002	76218	289.00						
06/10/2002	76219	1,116.33						
06/10/2002	76517	645.50						
06/10/2002	76816	545.66						
06/10/2002	76818	245.66						
06/10/2002	76819	407.50						
06/10/2002	77326	1,457.67						
07/10/2002	5375160	997.00						
07/10/2002	5378250	1,215.50						
07/10/2002	5381000	119.27						
07/10/2002	76816	378.48						
07/10/2002	76819	407.50						
07/10/2002	77326	1,830.50						
07/10/2002	77970	278.00						
07/10/2002	77971	3,104.48						
07/10/2002	78725	1,528.00						
07/10/2002	78726	439.50						
07/10/2002	78727	341.62						
07/10/2002	78728	143.00						
07/10/2002	78729	98.95						
07/10/2002	J065980	178.50						
07/25/2002	75923	591.00						
08/10/2002	77971	3,104.48						
10/10/2002	5559970	647.00						
10/10/2002	5572792	420.00						
10/10/2002	J065970	1,779.75						
11/10/2002	5559970	647.00						
11/10/2002	5572792	420.01						
05/25/2003	DX47570F	45.00						
06/25/2003	DX47570F	45.00						
07/10/2003	87988	0.06						
Total		27,645.03						

**VERIFICATION**

I, RENAE WHITMOYER, Account Manager, Recoveries, of ELECTROLUX FINANCIAL CORPORATION, Formerly Known As, FRIGIDAIRE FINANCIAL CORPORATION, verify that the statements made in the foregoing document 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.

**ELECTROLUX FINANCIAL CORPORATION**



Renae Whitmoyer

Account Manager, Recoveries

Dated: 9-28-05

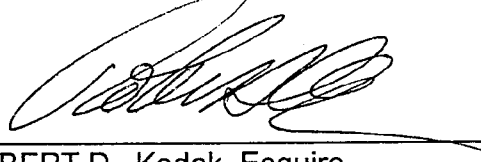
3030175

**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that I have this date served a true and correct copy of the **AMENDED COMPLAINT** in the within matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid, at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ESQUIRE  
GLEASON CHERRY & CHERRY  
PO BOX 505  
DUBOIS PA 15801


**KNUPP, KODAK AND IMBLUM, P.C.**



ROBERT D. Kodak, Esquire  
407 North Front Street  
PO Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: \_\_\_\_\_

9/29/05



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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

: No. 2004 - 01846 C.D.

: Type of Case: CIVIL

: Type of Pleading: ANSWER TO

: AMENDED COMPLAINT, NEW

: MATTER AND COUNTERCLAIM

: Filed on Behalf: PAUL SYKTICH,

: Individually and Trading as SYKTICH

: T.V. & APPLIANCE, Defendant

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

: GLEASON, CHERRY AND

: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

: (814) 371-5800

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

OCT 25 2005

Attest.

*William H. Cherry*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION, :  
Formerly Known As FRIGIDAIRE FINANCIAL :  
CORPORATION, :

Plaintiff :

vs. :

No. 2004 - 01846 C.D. :

PAUL SYKTICH, Individually and Trading as :  
SYKTICH TV & APPLIANCE, :

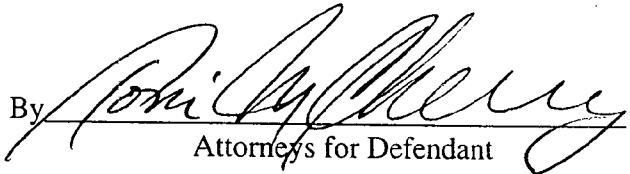
Defendant :

**NOTICE TO PLEAD**

To The Within Plaintiff:

YOU ARE HEREBY NOTIFIED TO PLEAD  
TO THE WITHIN NEW MATTER AND  
COUNTERCLAIM WITHIN TWENTY (20)  
DAYS FROM THE DATE OF SERVICE  
HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Attorneys for Defendant

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

:  
:  
:  
:  
: No. 2004 - 01846 C.D.  
:  
:  
:  
:  
:

**ANSWER TO AMENDED COMPLAINT**

AND NOW, comes the Defendant, PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE, by and through his attorneys, Gleason, Cherry and Cherry,  
L.L.P., and answers the Amended Complaint filed by Plaintiff as follows:

1. ADMITTED.

2. ADMITTED.

3. ADMITTED.

4. ADMITTED.

5. ADMITTED.

6. ADMITTED.

7. ADMITTED in part and DENIED in part. It is ADMITTED that by the terms of the  
Agreements found at Exhibits "B" and "C", attached to Plaintiff's Amended Complaint,  
Plaintiff maintained a security interest in the inventory and the proceeds thereof. However,

such security interest terminated upon the payment by Defendant for said inventory which payment was made.

8. ADMITTED.

9. ADMITTED.

10. DENIED. On the contrary, Defendant has not defaulted under the terms of the Agreements and has made proper payments for all of the merchandise represented by the invoices when the payment for the same was due and owing.

11. DENIED. Defendant has not defaulted in payment of any of the amounts due and owing and has made all payments in accordance with the pre-arranged plan. Consequently, there is no interest that could be added and Plaintiff has no claim for interest in the amount of \$5,793.23 as shown on Exhibit "F" attached to Plaintiff's Amended Complaint.

12. DENIED. On the contrary, Defendant has never failed or refused to pay the balances due under the terms of the Agreement between the parties and is current with all monies due and owing to the Plaintiff in accordance with the terms of their Agreements.

WHEREFORE, Defendant requests that Plaintiff's Amended Complaint be dismissed with prejudice.

### **NEW MATTER**

13. Defendant incorporates herein by reference the averments contained in Paragraphs 1 through 12 inclusive of the foregoing Answer as if the same were set forth at length herein

14. Plaintiff's Amended Complaint seeks to recover the principal amount of \$27,645.03 from Defendant as the balance allegedly due and owing under an Inventory Floor Planning



Agreement under which the parties operated from the time of said Agreement through July of 2003.

15. That during the above-mentioned period of time, Plaintiff has regularly delivered merchandise to Defendant for resale and has regularly invoiced Defendant for that merchandise, which invoices Defendant has promptly paid in accordance with the schedule established by the parties throughout the period of time between 1996 and July of 2003.

16. That Plaintiff, through its agents and employees, has accepted payments from Defendant for the merchandise delivered in installment payments and the parties have operated in this manner since the time of the signing of the documents.

17. Plaintiff's Amended Complaint now avers that a total principal payment of \$27,645.03, together with interest thereon in the amount of \$5,793.23 is past due for delivery of merchandise accepted by Defendant, which averment Defendant has denied.

18. Defendant justifiably and in good faith relied upon the representations and actions of Plaintiff's agents and employees in accepting installment payments from Defendant and in continuing to supply merchandise to Defendant for payment on an installment basis and Defendant would not have continued to order additional merchandise from Plaintiff had he believed or known that Plaintiff would claim that monies were due and owing other than what had been invoiced to and paid for by Defendant.

19. That the actions and representations by Plaintiff's agents estop Plaintiff from asserting a claim to the contrary, and Plaintiff's action is accordingly barred by the defense of estoppel.

20. That Defendant has regularly paid to Plaintiff all sums due and owing on the invoices sent by Plaintiff to Defendant as evidenced by the notations made on the copies of the invoices attached to Plaintiff's Amended Complaint as Exhibit "A" and attached to this Answer to Amended Complaint, New Matter and Counterclaim as Exhibit "A".

21. That during the year of 2002, Defendant paid to Plaintiff based on invoices issued by Plaintiff to Defendant, the sum of \$121,006.19 as evidenced by copies of canceled checks paid by Defendant and accepted by Plaintiff, copies of which are attached hereto and made a part hereof as Exhibit "B".

22. That from January of 2003 through July of 2003 when Defendant stopped ordering merchandise from Plaintiff, Defendant paid Plaintiff the total sum of \$43,453.49, which sum Plaintiff accepted as evidenced by the copies of canceled checks which were cashed by Plaintiff as payment for merchandise received by Defendant. Copies of said canceled checks issued to Plaintiff during the year of 2003 are attached hereto and made a part hereof as Exhibit "C".

23. That because Defendant has tendered and made full payment to Plaintiff on his obligations to Plaintiff in accordance with the demands made by Plaintiff and the terms of the Agreement, Plaintiff's instant action against Defendant is barred by the defense of payment.

24. That on or about July 15, 2003, Plaintiff did file an action to No. 03 - 1031 C.D., wherein Plaintiff sought to recover the principal amount of \$33,932.18 from Plaintiff for the payment of merchandise supplied to Plaintiff from January 26, 1996, through October 6, 2003.

25. That in that previous action, Plaintiff, through its agents and employees, did verify through unsworn statements made subject to the penalties of 18 Pa. C.S.A. §4904, relating to

unsworn falsification to authorities, that the total sum demanded was actually due and owing on merchandise primarily supplied during the years of 1996 through the Spring of 1999.

26. That in his New Matter filed in the foregoing action, Defendant did raise the affirmative defense of the Statute of Limitations, in particular, the applicable statute found at 42 Pa. Cons. Stat. Ann. §5525, that requires that suit on a cause of action on contract be commenced within four years of the date on which the cause of action occurred or accrued.

27. That by the terms of the Agreements that Plaintiff did attach to the documents filed in that action, Defendant was to pay for said merchandise when the same was delivered and; consequently, Plaintiff's claims for payment of merchandise delivered prior to July 16, 1999, was barred by the applicable Statute of Limitations.

28. That in response to Defendant's defense, Plaintiff did voluntarily mark the case filed to No. 03 - 1031 C.D. withdrawn and dismissed and has subsequently filed the instant action by original Complaint filed on November 22, 2004.

29. That by the terms of the documents drawn by Plaintiff, Defendant is obligated to pay for merchandise upon delivery.

30. That Defendant has attached hereto evidence that the merchandise represented by the invoices attached to Plaintiff's Amended Complaint as Exhibit "A", delivered between February of 2002 through July of 2003 was paid for by Defendant.

31. That Defendant believes and therefore avers that Plaintiff is trying to recover monies that Plaintiff believes is due and owing on merchandise delivered to the Defendant prior to July 17, 1999, as there is no merchandise delivered to Defendant at any time during the years of 2002 or 2003 for which payment has not been made.

32. That if Plaintiff's demands for payment are actually attributable to merchandise delivered at any time prior to July 17, 1999, those claims are barred by the applicable Pennsylvania Statute of Limitations, 42 Pa. Cons. Stat. Ann. §5525, which requires that suit upon a cause of action based on contract be commenced within four years from the date on which the cause of action occurred or accrued.

33. Plaintiff's action, insofar as it is actually meant to recover monies for merchandise delivered prior to July 17, 1999, is accordingly barred by the applicable Statute of Limitation.

WHEREFORE, Defendant demands that judgment be entered in his favor and that Plaintiff's Amended Complaint be dismissed with prejudice and that costs of suit be assessed against Plaintiff.

### **COUNTERCLAIM**

34. Defendant incorporates herein by reference the averments contained in Paragraphs 13 through 33 inclusive of the foregoing New Matter as if the same were set forth at length herein.

35. That if, as Defendant believes and therefore avers, Plaintiff commenced this suit against Defendant to collect monies that Plaintiff knows or should have known are not owed by Defendant to Plaintiff, then Plaintiff's actions in commencing this lawsuit are arbitrary, vexatious and Plaintiff is guilty of bad faith.

36. That if, as Defendant believes and therefore avers, Plaintiff has alleged that monies are due on invoices issued in the years 2002 and 2003 when Plaintiff knows that Plaintiff's

claims are actually for years for which the Statute of Limitations has run, Plaintiff's actions in commencing the instant suit are arbitrary and vexatious and Plaintiff is guilty of bad faith.

37. That under 42 Pa. C.S.A. §2503(9), Defendant is entitled to an award of counsel fees when the conduct of another party in commencing the matter or otherwise was arbitrary, vexatious or in bad faith.

38. That as a result of the suit instituted against him by Plaintiff, Defendant has had to hire a lawyer and will have to expend large amounts of money in defending himself.

39. That Defendant's hiring of a lawyer has been made necessary by the actions of Plaintiff in commencing this action in an arbitrary and vexatious manner and because Plaintiff is guilty of bad faith.

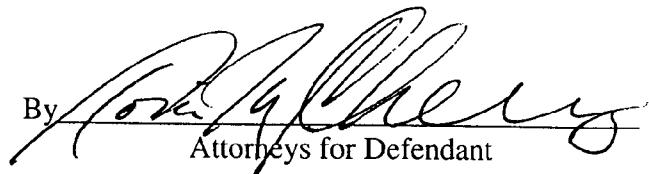
40. That as a result of the actions of the Plaintiff, Defendant is entitled to an award of counsel fees.

WHEREFORE, Defendant respectfully requests that Plaintiff be made to pay Defendant's counsel fees, together with interest thereon and all costs of suit.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

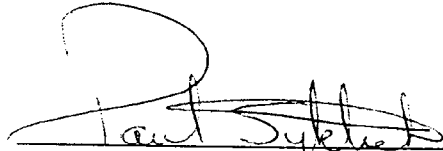
By

A handwritten signature in cursive script, likely belonging to an attorney from the law firm Gleason, Cherry and Cherry, L.L.P. The signature is written over a horizontal line.

Attorneys for Defendant

## VERIFICATION

I, PAUL SYKTICH, verify that I am authorized to make this Affidavit on behalf of Defendant and that the information provided in the foregoing Answer to Amended Complaint, New Matter and Counterclaim is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

  
Paul Syktich

Dated: October 24, 2005

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-385-1826

SEXTON TV & APPLIANCE  
545 WEST LONG AVENUE  
DU BCIS PA 15801

SF

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX47570
Date of Note:	01/29/2003
Charges Begin:	04/06/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMC DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Schedule of Payments			
03/10/2003	2,973.50	MISCELLANEOUS	
04/10/2003	1,973.50	MISCELLANEOUS	
<div>ch # 4825 dated 3/6/03 = 2,005.53 (1,973.50)</div> <div>ch # 4881 dated 4/7/03 = 4,797.34 (1,973.50)</div>			
TOTAL			3,947.00



Kubra

0703

2:54: PAGE 002/2

Kubra

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-333-825

**Statement of Transaction: Scheduled Pay**

1 of 1
DX47570F
01/29/2003
06/25/2003
8143752280

SYKTICH TV & APPLIANCE  
225 WEST LONG AVENUE  
DU BOIS PA 15801

SP

**Please Remit To:**



(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: **ALMO DIST OWN**

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

05/25/2003  
06/25/2003

45.00  
45.00

GIBSON APPL  
GIBSON APPL

~~CL # 494~~  
~~CL # 494~~

CL # 4926  
date 5/22/03  
\$1440.00 (45.00)

CL # 4958  
date 6/6/03  
\$2495.00 (45.00)

90.00

FFC00022 TX1-25



**FRIGIDAIRE FINANCIAL CORP.**  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065970
Date of Note:	06/04/2002
Charges Begin:	10/02/2002
Due In Full By:	10/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,779.75	FRIGIDAIRE	
08/10/2002	1,779.75	FRIGIDAIRE	
09/10/2002	1,779.75	FRIGIDAIRE	
10/10/2002	1,779.75	FRIGIDAIRE	
<p style="text-align: right;">D<sup>L</sup></p> <p>July ck # 4523  7/8/02 \$11,304.55 (1,779.75)</p> <p>Aug ck # 4564  8/6/02 \$12,865 (1,779.75)</p> <p>Sept 9/6/02 \$11,423.45  ck # 4581 (1,779.75)</p> <p>Oct 10/7/02  ck # 6,125.34 (1,779.75)  4626</p>			
<b>Total</b>			<b>7,119.00</b>

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

<b>Page:</b>	1 of 1
<b>Invoice Number:</b>	J065980
<b>Date of Note:</b>	06/04/2002
<b>Charges Begin:</b>	08/03/2002
<b>Due In Full By:</b>	08/10/2002
<b>Account Number:</b>	8143752280

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

**All units are payable to FFC upon the predetermined scheduled payment dates noted below**

FC020606 TXT-183

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	74220
Date of Note:	01/23/2002
Charges Begin:	04/23/2002
Due In Full By:	04/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/25/2002	2,067.33	CROSLEY	
03/25/2002	2,067.33	CROSLEY	
04/25/2002	2,067.34	CROSLEY	
Handwritten notes: CL #4321 2/22/02 \$3732.89 (2067.33) CL #4359 3/22/02 \$3479.83 (2067.33) CL 4409 4/23/02 \$3107.39 (2067.34)			
<b>Total</b>			<b>6,202.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

✓  
Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	75922
Date of Note:	03/18/2002
Charges Begin:	05/17/2002
Due in Full By:	05/25/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	449.00	CROSLEY CR#4409	
05/25/2002	449.00	CROSLEY CR#4451	
<div>cl # 4409 (449.00) 4/23/02 \$3107.34</div> <div>cl # 4451 5/22/02 \$2222.00 (449.00)</div>			
<b>Total</b>			<b>898.00</b>

FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	75923
Date of Note:	03/18/2002
Charges Begin:	07/16/2002
Due in Full By:	07/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	591.00	CROSLEY	
05/25/2002	591.00	CROSLEY	
06/25/2002	591.00	CROSLEY	
07/25/2002	591.00	CROSLEY	
<p>Handwritten notes and arrows:</p> <ul style="list-style-type: none"><li>Arrow from 04/25/2002 to: Cl # 4532, 7/23/02, 5317.00, (591.00)</li><li>Arrow from 05/25/2002 to: Cl # 4409, 3107.24, 7/23/02, (591.00)</li><li>Arrow from 06/25/2002 to: Cl # 4494, 6/24/02, 2561.00, (591.00)</li><li>Arrow from 07/25/2002 to: Cl # 4451, 5/22/02, (591.00)</li></ul>			
Total			2,364.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76816
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	545.66	MISCELLANEOUS	
06/10/2002	545.66	MISCELLANEOUS	
07/10/2002	545.68	MISCELLANEOUS	
<p>Handwritten notes and calculations:</p> <p>CL # 448 / 6/1/02 (545.66) OK</p> <p>CL # 4442 / 5/8/02 (545.66)</p> <p>CL # 4523 / 7/8/02 (545.68)</p>			
<b>Total</b>			<b>1,637.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76818
Date of Note:	04/11/2002
Charge Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled payment dates noted below			
Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	245.66	PREMIER	CR # 4481
06/10/2002	245.66	PREMIER	
07/10/2002	245.68	PREMIER	
<p>Ch # 4442 5/8/02 18,324.40 (245.66) OK</p> <p>CR # 4481 6/7/02 17,982.67 (245.66)</p> <p>CR # 4523 7/8/02 11,324.55 (245.68)</p>			
Total			737.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76819
Date of Note:	04/11/2002
Charges Begin:	08/09/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	407.50	MISCELLANEOUS	
06/10/2002	407.50	MISCELLANEOUS	
07/10/2002	407.50	MISCELLANEOUS	ch 4564
08/10/2002	407.50	MISCELLANEOUS	

→ ck # 4442  
5/8/02  
8832.40  
(407.50) 6

→ ck # 4481  
6/7/02  
7982.67  
(407.50)

→ ck # 4523  
7/8/02  
11,324.55  
(407.50)

→ ck # 4564  
8/6/02  
12,865.90  
(407.50)

Total

1,630.00



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76217
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,024.25	ZENITH	
06/10/2002	1,024.25	ZENITH	
07/10/2002	1,024.26	ZENITH	
OK 4442 5/8/02 8832.40 (1024.25)			
OK 4481 6/7/02 7982.67 (1024.25)			
OK 4523 7/8/02 11,324.55 (1024.26)			
<b>Total</b>			<b>3,072.76</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

Statement of Transaction: Scheduled Pay ☒

Page:	1 of 1
Invoice Number:	76218
Date of Note:	04/01/2002
Charges Begin:	06/10/2002
Due In Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	289.00	CROSLEY	
06/10/2002	289.00	CROSLEY	
<p>ck # 4442 5/8/02 8832.40 (289.00)</p> <p>ck # 4481 6/7/02 7982.47 (289.00)</p>			
<b>Total</b>			<b>578.00</b>

**FRIGIDAIRE FINANCIAL CORP.**  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76219
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,116.33	CROSLEY	
06/10/2002	1,116.33	CROSLEY	
07/10/2002	1,116.34	CROSLEY	d = 4523
<p>ck 4442  5/8/02  8832.40 OK  (1116.33)</p> <p>ck # 4481  6/7/02  7987.67  (1116.33)</p> <p>ck # 4523  7/8/02  11,324.55  (1116.34)</p>			
<b>Total</b>			<b>3,349.00</b>

FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	77326
Date of Note:	04/26/2002
Charges Begin:	07/05/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	1,830.50	MISCELANEOUS	
07/10/2002	1,830.50	MISCELANEOUS	OK #4491

OK

CK # 4481

6/7/02

7982.67

(1,830.50)

CK # 4523

7/8/02

11,324.55

(1,830.50)

Total

3,661.00

# Almo Invoice

Invoice #: 5378250

Invoice Date: 5/9/2002

Transaction Status: 1

Approval Number: 5052  
Plan Number: FP60

Invoice Total: \$2431.00  
Discount: \$ 0.00  
Charges: \$80.00

Bill to:  
SYKTICH TV AND  
APPLIANCE  
225 WEST LONG AVENUE  
DUBOIS, PA 15801

Dealer #: 552658P

ch 4481  
dated 6/7/02  
(\$7,982.67)  
\$1,215.50  
  
ch # 4523  
dated 7/8/02  
(\$11,324.50)  
\$1,215.50

## Invoice Details

Model Number	Quantity	Unit of Measure	Unit Price	Discount	Extended Price
FED367AS	1	EA	\$660.00		\$660.00
NF21014285				\$0.00	
10467144AT				\$0.00	
GLDB756AS	1	EA	\$225.00		\$225.00
TH21755954				\$0.00	
10393913AR				\$0.00	
GLRS264ZAW	1	EA	\$860.00		\$860.00
LA15205059				\$0.00	
NA				\$0.00	
MT2501C199	4	EA	\$149.00		\$596.00
60784423				\$0.00	
60985245				\$0.00	

00000000					
NA				\$0.00	
FRT FUEL SURCHARGE	1	EA	\$10.00		\$10.00
NA				\$0.00	
NA				\$0.00	

Sep. 28. 2005 12:30PM ELECTROLUX

No. 0125 P. 4/4

May. 16. 2003 1:45PM Dorrance Supply

No. 0224 P. 17

INVOICE

**DORRANCE SUPPLY COMPANY**  
**1140 HUBBARD ROAD**  
**YOUNGSTOWN, OHIO 44505**

Invoice No. : 77970  
Invoice Date: 05/15/02  
Page: 1

Sold To: SYKTICH TV  
225 West Long Avenue  
Dubois, PA 15801

Bill To: FRIGIDAIRE FINANCIAL CORP  
POST OFFICE BOX 855  
WORTHINGTON, OH 43086

Ship To: SYKTICH TV  
225 West Long Avenue  
Dubois, PA 15801

P.O. #	PAYMENT TERMS	APPROVAL#	PLAN #	DUE DATE
	60 DAY FLOOR PLAN	0115	5900	05/30/02

QTY	MODEL NO. DESCRIPTION	PRICE	PA1 BILL OF LADING NO.	PA2	NET EACH	FRT/EA	EXT AMT.
-----	--------------------------	-------	---------------------------	-----	-------------	--------	----------

2	CAWS823JQ CROSELY 27" WASHER SERIAL NUMBERS cm1805939 SERIAL NUMBER CM1806971 nk/tp approval #0116 \$4500 4/28/02ak	278.00 /	B/L 81597-Y		278.00		556.00
---	--	-------------	-------------	--	--------	--	--------

WTY#4800428-429  
WTY#4566313-318  
WTY#4581331-339

I CERTIFY THIS TO BE A  
TRUE AND EXACT COPY OF  
THE ORIGINAL INVOICE.

*Elisei*  
Controller

cl # 4451  
5/22/02  
2222.00  
F 278.00

cl 4494  
6/24/02  
2561.00  
F 278.00

\*\*\*THANK YOU FOR YOUR BUSINESS\*\*\*

SHIP VIA: WARD DELIVER PPD  
SALESPRN: Denny Miller

SUB TOTAL . . .	506.00
FREIGHT . . .	50.00
TAX . . . . .	
PAY THIS AMOUNT. . . . .	556.00

A FINANCE CHARGE OF 1.75% WILL BE ASSESSED ON ALL PAST DUE AMOUNTS.

**FRIGIDAIRE FINANCIAL CORP.**  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: **Scheduled Pay**

Page:	1 of 1
Invoice Number:	78725
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
**FRIGIDAIRE FINANCIAL CORP**  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,528.00	MISCELLANEOUS	ck # 4523.
08/10/2002	1,528.00	MISCELLANEOUS	
09/10/2002	1,528.00	MISCELLANEOUS	
ck # 4523 7/8/02 11324.55 (1528.00)			
ck # 4564 8/6/02 12,865.90 (1528.00)			
ck # 4587 9/6/02 11423.45 (1528.00)			
Total			4,584.00



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78726
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Payment dates noted below			
Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	439.50	MISCELANEOUS	ck # 4564
08/10/2002	439.50	MISCELANEOUS	
		ck # 4523	
		7/8/02	
		11,324.55	
		(439.50)	ok
		ck # 4564	
		8/6/02	
		12,865.90	
		(439.50)	
Total			879.00

**FRIGIDAIRE FINANCIAL CORP.**  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78727
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due in Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Unscheduled payment dates noted below			
Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	341.62	MISCELLANEOUS	CK # 4513
08/10/2002	341.62	MISCELLANEOUS	
09/10/2002	341.62	MISCELLANEOUS	
→ CK # 4523 7/8/02 113,2450 (341.62) 31			
→ CK # 4524 8/6/02 12,86590 (341.62)			
→ CK 4581 9/6/02 11423.45 (341.62)			
Total			1,024.86

FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	78726
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	439.50	MISCELANEOUS	
08/10/2002	439.50	MISCELANEOUS	CH 439.50

OK  
Duplicate  
Invoice  
- Already done

Total

879.00

**FRIGIDAIRE FINANCIAL CORP.**  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	78727
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	341.62	MISCELANEOUS	
08/10/2002	341.62	MISCELANEOUS	
09/10/2002	341.62	MISCELANEOUS	

31  
Duplicate Invoice  
A/Leaky don

Total	1,024.86
-------	----------

**FRIGIDAIRE FINANCIAL CORP.**  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	78728
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	143.00	CROSLEY	
08/10/2002	143.00	CROSLEY	
<p>ok</p> <p>ck \$ 4523 7/8/02 11324.55 (143.00)</p> <p>ck 4564 8/6/02 1286590 (143.00)</p>			
Total			286.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay ✓

Page:	1 of 1
Invoice Number:	78729
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

(814) 375-2280

Please Remit To:  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	98.95	MISCELANEOUS	
08/10/2002	98.95	MISCELANEOUS	ck # 4523
<p>ck # 4523 7/8/02 11,324.52 (98.95)</p>			
<p>ck # 4564 8/6/02 12865.90 (98.95)</p>			
Total			197.90

# FRIGIDAIRE FINANCIAL CORP.

P.O. Box 855  
Worthington OH 43085  
800-388-1825

## Statement of Transaction: Scheduled Pay

Page:	1
Invoice Number:	87938
Date of Note:	04/04/2003
Due in Full By:	07/10/2003
Account Number:	9143752280

SYNTECH TV & APPLIANCE  
225 WEST LONG AVENUE  
DU BOIS PA 15801

57

## Please Remit To:

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

03/10/2003  
06/10/2003  
07/10/2003

2,495.05  
2,495.06  
2,495.07

MISCELLANEOUS  
MISCELLANEOUS  
MISCELLANEOUS

CL # 4918  
CL # 4958  
CL # 4999

CL 4918

5/7/03

(2495.06)

2495.06

CL # 4958

6/6/03

(2495.06)

2495.06

CL # 4999

7/8/03

(4075.07) 2495.07

TOTAL

7,485.19

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number	4713040
Date of Note	04/09/2002
Charges Begin	06/08/2002
Due In Full By	06/10/2002
Account Number	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	241.50	MISCELLANEOUS	
06/10/2002	241.51	MISCELLANEOUS	

FRIGIDAIRE FINANCIAL CORP.

ck # 4481  
6/7/02  
( 79 82.67 )  
\$ 241.51

Total	483.01
-------	--------



FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4911760
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due in Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,388.50	MISCELANEOUS	
06/10/2002	1,388.50	MISCELANEOUS	CH = 4481
CL # 4442 5/8/02 (8,832.40) 1,388.50			
CL # 4481 6/7/02 (7,982.67) 1,388.50			
Total			2,777.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	5375160
Date of Note:	04/23/2002
Charges Begin:	08/09/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

**Scheduled Date Due****Amount****Brand****Dealer Notes**

07/10/2002

997.00

KAYE ✓

08/10/2002

997.00

KAYE ✓

Ch # 4564

Ch # 4523

7/8/02

(\$11,324.55)

OK

997.00

Ch # 4564

8/6/02

(\$12,865.90)

997.00

**Total****1,994.00**

**FRIGIDAIRE FINANCIAL CORP.**  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: **Scheduled Pay**

Page:	1 of 1
Invoice Number:	5381000
Date of Note:	04/29/2002
Charges Begin:	07/02/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: **ALMO DIST OWN**

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	119.26	MISCELANEOUS	
07/10/2002	119.27	MISCELANEOUS	CA # 4523
<p>ck # 4681  6/7/02  ( 7982.67 )  119.26</p> <p>→ ck 4523  7/8/02  ( 11324.55 )  119.27</p>			
<b>Total</b>			<b>238.53</b>

Exhibit "B"

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4321

120153967 400 14 4087 4107 60-416/313

DATE Feb 22, 2002

IF Frugedane Financial Corp.

Three Thousand Seven Hundred thirty

\$ 3,732.89

DOLLARS

MAIN OFFICE 01  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

Inventory stock

Mike Syktich

⑈004321⑈ ⑆031304160⑆ 0110032399⑈

⑈0000373289⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4334

60-416/313

DATE 3/7/02

THE  
ORDER OF

Frugedane Financial Corp.

\$ 3,657.37

Three Thousand Six Hundred fifty seven

DOLLARS

MAIN OFFICE 01  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

CONTACT CUSTOMER  
FOR AUTHORITY TO PAY

⑈004334⑈ ⑆031304160⑆ 0110032399⑈

⑈0000365737⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4359

60-416/313

FI Date: 3-26  
Adj. Control  
0009

DATE 3/22/02

BY  
THE  
ORDER OF

Frugedane Financial Corp.

\$ 3,479.82

Three Thousand four Hundred seventy nine

DOLLARS

MAIN OFFICE 01  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

OR

Inventory stock

Mike Syktich

⑈004359⑈ ⑆031304160⑆ 0110032399⑈

⑈0000347983⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4379

60-416/313

AY  
THE  
RDER OF

DATE 4/8/02  
Frugolaine Financial Corp. \$ 7076.38  
Seven Thousand Seven Sixty & 110001313 400 14 4380 4380  
DOLLARS

MAIN OFFICE 01  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
a Division of **FIRST COMMONWEALTH BANK**  
Member FDIC

OR

Inventory Stock Mike Syktich  
"004379" :031304160: 0110032399" "0000707628"

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4409

60-418/313

AY  
THE  
RDER OF

DATE 4/23/02  
Frugolaine Financial Corp. \$ 3107.38  
Three Thousand one Hundred Seven & 3107 38  
DOLLARS

MAIN OFFICE 01  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
a Division of **FIRST COMMONWEALTH BANK**  
Member FDIC

OR

Inventory Stock Mike Syktich  
"004409" :031304160: 0110032399" "0000310734"

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4442

60-416/313

OF

DATE 5/8/02  
Frugolaine Financial Corp. \$ 8832.40  
Eight Thousand eight Hundred Thirtytwo & 8832 40  
DOLLARS

MAIN OFFICE 01  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
a Division of **FIRST COMMONWEALTH BANK**  
Member FDIC

OR

Inventory Stock Mike Syktich  
"004442" :031304160: 0110032399" "0000883240"

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4451

60-416/313

DATE 5/22/02

TO THE ORDER OF

*Frigidaire Financial Corp*

\$ 2222.00

*Two Thousand Two Hundred Twenty Two*

DOLLARS

MAIN OFFICE 01  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

020400589 400 14 4646 4598

*Inventory Stk.*

*Mike Sytkich*

⑈004451⑈ ⑆031304160⑆ 0110032399⑈

⑈0000222200⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4481

60-416/313

DATE 6/7/02

TO THE ORDER OF

*Frigidaire Financial Corp.*

\$ 7982.67

*Seven Thousand Nine Hundred Eighty Two & 67/100*

DOLLARS

MAIN OFFICE 01  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

AMOUNT GUARANTEED BY FDIC

050162741 400 14 4178 4244

*Inventory Stk.*

\$ 7982.67  
BANK ONE NA

*Mike Sytkich*

⑈004481⑈ ⑆031304160⑆ 0110032399⑈

⑈0000798267⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
27 WEST LONG AVE.  
DU BOIS, PA 15801

4494

60-416/313

DATE 6-24-02

TO THE ORDER OF

*Frigidaire Financial Corp*

\$ 2561.00

*Two Thousand Five Hundred Sixty One & 00/100*

MAIN OFFICE 01  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

2

*Paul Sytkich*

⑈004494⑈ ⑆031304160⑆ 0110032399⑈

⑈0000256100⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4523

DATE 7/8/02

60-682/433

Frugalaine Financial Corp. \$ 11,324.55  
Eleven Thousand three Hundred twenty four DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

AMOUNT GUARANTEED

\$ 11,324.55

BANK ONE, NA

Twenty Sticks

Mike Syktich

⑈004523⑈ ⑆043306826⑆ 0110 032399⑈

⑈0001132455⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4532

DATE 7/23/02

60-682/433

Frugalaine Financial Corp. \$ 5,317.00  
Five Thousand three Hundred Seventeen DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

Twenty Sticks

Mike Syktich

⑈004532⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000531700⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4564

DATE Aug 6, 2002

60-682/433

Frugalaine Financial Corp. \$ 12,865.00  
Twelve Thousand eight Hundred Sixty five DOLLARS

MAIN OFFICE 31  
**db DEPOSIT BANK**  
DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

Twenty Sticks

Mike Syktich

⑈004564⑈ ⑆043306826⑆ 0110 032399⑈

⑈0001286590⑈



SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4573

DATE 8/20/02

60-682/433

Frigitano Financial Corp.  
Two Thousand Seven Hundred fifty six 02  
\$ 2,756.00  
DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANK  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK  
Member FDIC

Inventory Book

Mike Sytich

⑈004573⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275600⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4301

DATE 9/6/02

60-682/433

OF Frigitano Financial Corp.  
Eleven Thousand four Hundred twenty three 45  
\$ 11,423.45  
DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANK  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK  
Member FDIC

Inventory Book

Mike Sytich

⑈004581⑈ ⑆043306826⑆ 0110 032399⑈

⑈0001142345⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4616

DATE 9/23/02

60-682/433

OF Frigitano Financial Corp.  
Two Thousand five Hundred forty seven 50  
\$ 2,547.50  
DOLLARS

MAIN OFFICE 31  
db DEPOSIT BANK  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK  
Member FDIC

Inventory Book

Mike Sytich

⑈004616⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000254750⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4626

60-682/433

DATE 10/7/02

E  
R OF

*Trigolaine Financial Corp.*

\$ 6,135.<sup>34</sup>/<sub>100</sub>

*Six Thousand one Hundred thirty five & 34/100*

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

*Security Stah.*

*Mark Syktich*

⑈004626⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000613534⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4656

60-682/433

DATE 10/22/02

E  
R OF

*Trigolaine Financial Corp.*

\$ 4,308.<sup>16</sup>/<sub>100</sub>

*Four Thousand three Hundred eight & 16/100*

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

*Security Stah.*

*Mark Syktich*

⑈004656⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000430816⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4656

60-682/433

DATE 11/7/02

*Trigolaine Financial Corp.*

\$ 1,451.<sup>34</sup>/<sub>100</sub>

*one Thousand four Hundred fifty one & 34/100*

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**

DUBOIS, PA 15801  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

*Security Stah.*

*Mark Syktich*

⑈004691⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000145134⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4700

DATE 11/22/02

60-682/433

Frederic Financial Corp

Two Thousand Seven Hundred fifty one &

\$ 2751.62  
DOLLARS

MAIN OFFICE 31  
DEPOSIT BANK

DUBOIS, PA 15801

a division of FIRST COMMONWEALTH BANK  
Member FDIC

Money Order

Mike Sytko

⑈004700⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275160⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4732

DATE 12/7/02

60-682/433

Frederic Financial Corp

One Thousand Four Hundred Seventy two &

\$ 1472.20  
DOLLARS

MAIN OFFICE 31  
DEPOSIT BANK

DUBOIS, PA 15801

a division of FIRST COMMONWEALTH BANK  
Member FDIC

Money Order

Mike Sytko

⑈004732⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000147270⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4738

DATE 12/21/02

60-682/433

Frederic Financial Corp

Two Thousand Seven Hundred fifty seven &

\$ 2757.60  
DOLLARS

MAIN OFFICE 31  
DEPOSIT BANK

DUBOIS, PA 15801

a division of FIRST COMMONWEALTH BANK  
Member FDIC

Money Order

Mike Sytko

⑈004738⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275760⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4703

DATE 1/8/03

60-682/433

Y  
THE  
ORDER OF

*Frugolaine Financial Corp.*

\$2753. ~~25~~

*Two Thousand Seven Hundred fifty three &*

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

2753.26

*Inventory Stab. 501*

*Mike Sytich*

⑈004763⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275320⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4770

DATE 1/22/03

60-682/433

AY  
THE  
ORDER OF

*Frugolaine Financial Corp.*

\$2757. ~~60~~

*Two Thousand Seven Hundred fifty seven &*

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

OR *Inventory Stab. 501*

*Mike Sytich*

⑈004770⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275760⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4804

DATE 2/6/03

60-682/433

PAY  
TO THE  
ORDER OF

*Frugolaine Financial Corp.*

\$1872. ~~25~~

*One Thousand eight Hundred Seventy two &*

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK

OR *Inventory Stab. 501*

*Mike Sytich*

⑈004804⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000187270⑈

Exhibit "C"

4813

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

PAY  
TO THE  
ORDER OF

DATE

2/21/03

Fregedane Financial Corp.

\$1845.33

one Thousand Eight Hundred forty five and 33/100

DOLLARS

MAIN OFFICE 31  
DEPOSIT BANK

DUBOIS, PA 15801

a division of FIRST COMMONWEALTH BANK

501 DX0994

OR

Inventory Stash # DX09910 - ~~DX09910~~

Mike Syktich

⑈004813⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000184533⑈

4014

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

PAY  
TO THE  
ORDER OF

DATE

2/22/03

Fregedane Financial Corp.

\$2757.69

Two Thousand Seven Hundred fifty seven and 69/100

DOLLARS

MAIN OFFICE 31  
DEPOSIT BANK

DUBOIS, PA 15801

a division of FIRST COMMONWEALTH BANK

501

FOR

Inventory Stash # 82500 - 82501

Mike Syktich

⑈004814⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000275760⑈

4825

## SYKTICH T.V. &amp; APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

PAY  
TO THE  
ORDER OF

DATE

3/6/03

Fregedane Financial Corp.

\$2005.53

Two Thousand five and 53/100

DOLLARS

MAIN OFFICE 31  
DEPOSIT BANK

DUBOIS, PA 15801

a division of FIRST COMMONWEALTH BANK

501

FOR

Inventory Stash

Mike Syktich

⑈004825⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000200553⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4851

DATE 3/12/03

60-682/433

PAY  
TO THE  
ORDER OF

*Frigidaire Financial Corp.*

\$ 7733.00

*Seven Thousand Seven Hundred thirty three & 00/100*

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK  
Member FDIC

FOR *Inventory Ref.*

*Mike Syktich*

⑈004851⑈ ⑈043306826⑈ 0110 032399⑈

⑈0000773300⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4853

DATE 3/21/03

60-682/433

PAY  
TO THE  
ORDER OF

*Frigidaire Financial Corp.*

\$ 2757.60

*Two Thousand Seven Hundred fifty seven & 60/100*

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK  
Member FDIC

FOR *#8250 476.20 #8250 1277.60*

*Mike Syktich*

⑈004853⑈ ⑈043306826⑈ 0110 032399⑈

⑈0000275760⑈

⑈004881⑈ ⑈043306826⑈ 0110 032399⑈

*Mike Syktich*

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK  
Member FDIC

*Two Thousand Seven Hundred thirty three & 00/100*

\$ 4797.34

DATE

*4/7/03*

SYKTICH T.V. & APPLIANCE  
PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

60-682/433

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4890

DATE

7/22/03

60-682/433

OF Frigidone Financial Corp.

\$3,668.<sup>46</sup>/<sub>100</sub>

Three Thousand Six Hundred Sixty Eight & <sup>46</sup>/<sub>100</sub>

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK  
Member FDIC

Inventory #

*John Syktich*

⑈004890⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000366846⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4918

DATE

5/2/03

60-682/433

OF Frigidone Financial Corp.

\$2,495.<sup>06</sup>/<sub>100</sub>

Two Thousand Four Hundred Ninety Five & <sup>06</sup>/<sub>100</sub>

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK  
Member FDIC

Inventory # 57988

*John Syktich*

⑈004918⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000249506⑈

**SYKTICH T.V. & APPLIANCE**

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4926

DATE

5/22/03

60-682/433

IE  
OF

Frigidone Financial Corp.

\$1,440.<sup>00</sup>/<sub>100</sub>

One Thousand Four Hundred Forty & <sup>00</sup>/<sub>100</sub>

DOLLARS

MAIN OFFICE 31  
**DEPOSIT BANK**  
DUBOIS, PA 15801  
A DIVISION OF FIRST COMMONWEALTH BANK  
Member FDIC

Inventory # D483730

*John Syktich*

⑈004926⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000144000⑈

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4900

PAY  
TO THE  
ORDER OF

*Regulair Financial Corp.*

DATE

*6/6/03*

60-462/433

\$ *2,495.00*

*Two Thousand four Hundred Ninety five & 00/100*

DOLLARS

**db DEPOSIT BANK**

MAIN OFFICE 31  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK  
Member FDIC

FOR

*Imagery Flat Screen*

*Mike Syktich*

⑈004958⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000249500

SYKTICH T.V. & APPLIANCE

PH. 814-375-2280  
225 WEST LONG AVE.  
DU BOIS, PA 15801-2105

4999

PAY  
TO THE  
ORDER OF

*Regulair Financial Corp.*

DATE

*7/8/03*

60-462/433

\$ *2,405.00*

*Two Thousand Four Hundred Five & 00/100*

DOLLARS

**db DEPOSIT BANK**

MAIN OFFICE 31  
DUBOIS, PA 15801  
a division of FIRST COMMONWEALTH BANK  
Member FDIC

FOR *#87988 2,405.00 0K0980458000*

*Mike Syktich*

⑈004949⑈ ⑆043306826⑆ 0110 032399⑈

⑈0000407507⑈



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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

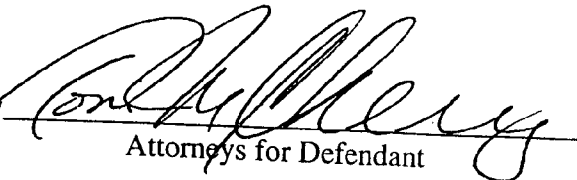
**CERTIFICATE OF SERVICE**

I hereby certify that on this 25<sup>TH</sup> day of October, 2005, a certified copy of Defendant's Answer to Amended Complaint, New Matter and Counterclaim was served upon ROBERT D KODAK, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ROBERT D. KODAK, ESQ.  
Knupp, Kodak & Imblum, P.C.  
Attorneys at Law  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Defendant

Dated: October 25, 2005



FRIGIDAIRE FINANCIAL CORPORATION  
Plaintiff

v.

PAUL SYKTICH, Individually and Trading As SYKTICH  
TV & APPLIANCE  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO. 03-1031-CD  
:  
: CIVIL DIVISION - LAW  
: REPLEVIN COMPLAINT

### **NOTICE**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 REDUCED FEE OR NO FEE.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE - 1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

### **AVISO**

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE - 1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

FRIGIDAIRE FINANCIAL CORPORATION  
Plaintiff

v.

PAUL SYKTICH, Individually and Trading As SYKTICH  
TV & APPLIANCE  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO. 03-1031-CD  
:  
: CIVIL DIVISION - LAW  
: REPLEVIN COMPLAINT

### AMENDED COMPLAINT

The Plaintiff, FRIGIDAIRE FINANCIAL CORPORATION, by and through its attorneys, **ROBERT D. KODAK, ESQUIRE, KNUPP, KODAK & IMBLUM, P.C.**, brings this action against the Defendant, PAUL SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE, to recover possession of appliances financed by Plaintiff and in furtherance thereof, sets forth the following:

1. The Plaintiff, FRIGIDAIRE FINANCIAL CORPORATION, is a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at 294 East Campus View Boulevard, Columbus, Ohio 43535.
2. The Defendant, PAUL SYKTICH, is an adult individual trading and doing business as SYKTICH TV & APPLIANCE, having its principal office and place of business at 225 West Long Avenue, Dubois, Clearfield County, Pennsylvania 15801.
3. On or about January 29, 1996, the Defendant did enter into an Inventory Floor Planning Agreement. A true and correct copy of said Agreement is attached hereto, marked as Exhibit "A" and made a part hereof.

4. On or about January 29, 1996, Defendant did enter into a Security Agreement - Inventory. A true and correct copy of said Agreement is attached hereto, marked as Exhibit "B" and made a part hereof.
5. By the terms of the Agreements attached hereto and found at Exhibits "A" and "B" and made a part hereof, Plaintiff provided financing for Defendant in the operation of his business.
6. By the terms of the Agreements found at Exhibits "A" and "B" herein, Plaintiff maintained a security interest in the inventory, and the proceeds thereof.
7. As further evidence of Plaintiff's security interest, true and correct copies of the UCC filings are attached hereto, marked collectively as Exhibit "C" and made a part hereof.
8. Plaintiff further attaches the Affidavit of Business Purpose executed by Defendant on or about February 15, 1996. Said Affidavit is marked as Exhibit "D" and made a part hereof.
9. Defendant has defaulted under the terms of the Agreements between the parties by failing to make proper payments when due and owing.
10. Plaintiff attaches hereto a true and correct copy of its "PMSI" setting forth a listing of merchandise financed by Plaintiff for Defendant. Said PMSI is marked as Exhibit "E" and made a part hereof.

11. Plaintiff does not attach its Invoices to this Amended Complaint as they are voluminous and were attached as Exhibit "C" and Plaintiff's original Complaint.

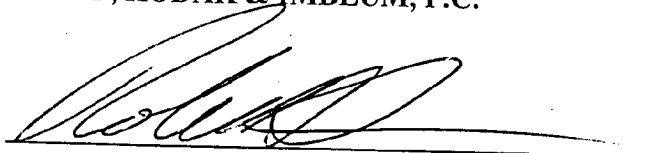
12. The amount currently due to Plaintiff by Defendant is the sum of Thirty-Three Thousand, Nine Hundred Thirty-Two Dollars and Eighteen Cents (\$33,932.18) as set forth fully and completely on Plaintiff's Statement of Account attached hereto, marked as Exhibit "F" and made a part hereof.

13. Defendant has failed and refused, despite repeated demands from Plaintiff, to pay the balance due under the Agreements between the parties or to deliver possession of the merchandise in question to the Plaintiff.

WHEREFORE, Plaintiff demands Judgment of possession, together with reasonable attorney's fees, interest and costs.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney ID No. 18041

Attorney for Plaintiff

# INVENTORY-FLOOR PLANNING AGREEMENT

This Agreement is entered into this 29 day of January, 1996 between Sykitch, Paul (owner) t/a Sykitch TV & Appliance whose business address is 27 W Long Ave DuBois, Pa (hereinafter Dealer) and Frigidaire Financial Corporation whose business address is 294 East Campus View Blvd. Columbus, Ohio 43235 (hereinafter FFC) for the purpose of establishing a floor planning arrangement for the acquisition and financing of inventory by Dealer.

Dealer sells and/or leases new and used Appliances + electronics. Pursuant to this business, Dealer desires financing for its acquisition of inventory in the ordinary course of its business.

## 1. ADVANCES.

A. FFC may from time to time in its sole discretion and on presentation of the appropriate documentation advance monies to Dealer or the seller of goods on behalf of Dealer to enable Dealer to purchase inventory.

B. Dealer may apply for other loans or advances, but each application will be treated independently by FFC and must qualify in terms of eligibility and credit worthiness. Nothing contained in this Agreement, or any other agreement between Dealer and FFC, shall be construed to obligate FFC to advance funds to Dealer.

C. FFC shall make advances only upon the receipt by it of an invoice from the seller of goods or such other documents as it may in writing to Dealer specify as necessary to make advances under this Agreement.

## 2. REPAYMENT PROVISIONS.

A. All amounts due FFC for the advancement of funds as set forth in this Agreement or for any other sums due to FFC under any other agreement executed between the parties shall be payable by Dealer when due as indicated on any statement of account or monthly activity statement submitted to Dealer by FFC and in any event upon the sale or other disposition by Dealer of any item of inventory. Dealer agrees that all inventory financed by FFC shall remain subject to any security interest granted in any other agreement by Dealer to FFC. Dealer shall make payment on the following basis:

PAY AS SOLD - The outstanding principal of amounts advanced pursuant to this Agreement shall be repaid in full immediately upon the sale of any item of inventory.

SCHEDULE PAY - The Dealer shall pay on the specified days of each month the entire principal amount indicated on the statement of account or activity statement submitted to Dealer by FFC.

B. On a monthly basis on or before the 10th day of each month, Dealer shall pay to FFC interest and insurance computed on the average daily balance of all outstanding principal amounts as indicated on the statement of account or monthly activity statement furnished by FFC.

## 3. DEFAULT.

A very important element of this Agreement is that Dealer make all its payments promptly as agreed upon. Also essential is that the inventory continue to be in good condition and adequate security for the indebtedness. Dealer shall be in Default under this Agreement on the occurrence of any of the following events or conditions:

A. failure to make in a timely manner any payment required under this Agreement including a failure to pay any amount due when Dealer sells a floor planned item;

B. any warranty, representation, or statement now or hereafter furnished by or on behalf of Dealer to FFC in connection with this Agreement or any guaranty proves to be false or misleading in any material respect when furnished;

C. any judgment, writ, levy, lien, attachment, notice of tax lien, or similar process is entered or filed against Dealer or any of its property and is not vacated, bonded, or stayed to the satisfaction of FFC within thirty (30) days; or

D. death, dissolution, termination of existence, insolvency or business failure, or the filing of a voluntary or involuntary petition in bankruptcy by Dealer or any guarantors.

## 4. RIGHTS AND REMEDIES.

Upon Default or termination of this Agreement, FFC may, at its option and without notice, declare all or any part of the obligations of the Dealer to be due and payable, without the necessity of prior recourse to security, and FFC may exercise its Rights and Remedies under this Agreement or any other agreement to any security or guaranty executed in connection with this Agreement. All Rights and Remedies are cumulative and not exclusive. FFC may waive any Default under this Agreement, but no waiver of any of FFC's Rights under this Agreement shall constitute a waiver of such Rights with respect to any prior or subsequent Default.

## 5. DURATION AND TERMINATION

This Agreement shall be in effect from the date of execution until terminated. This agreement may be terminated by either party at any time upon the giving of written notice by certified mail return receipt requested to the other party. However, such termination shall not change any rights that may have accrued prior to the effective date of the termination.

This Agreement, and all rights and obligations of the parties thereto, shall be governed by the laws of the State of Ohio. In witness whereof, this Agreement has been duly executed on behalf of the undersigned this 29 day of January, 1996.

FRIGIDAIRE FINANCIAL CORPORATION

Sykitch, Paul (owner) t/a  
Sykitch TV & Appliance

BY:

Roxa Broadway  
Credit Specialist

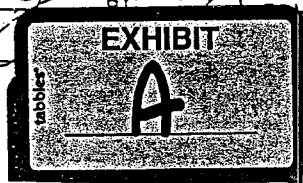
BY:

Paul Sykitch  
DEBTOR

ITS:

TITLE

TITLE



# SECURITY AGREEMENT - INVENT

1. PARTIES The parties to this Security Agreement are Frigidaire Financial Corporation, (hereinafter "Secured Party") and Paul Sykitch Sykitch, Paul (owner) t/a Sykitch TV & Appliances (hereinafter "Debtor").

2. ADVANCES - Debtor who is engaged in the business of buying, selling and generally dealing in new and used products may, from time to time, obtain from Secured Party such sums of money as Secured Party in its discretion may advance to Debtor (or on behalf of Debtor) for the purchase of inventory, and which advances are to be secured by the security interest granted by this Agreement.

3. SECURITY INTEREST AND COLLATERAL - To secure repayment by Debtor of all Obligations (as defined below), Debtor hereby grants to Secured Party a continuing security interest in the following property of Debtor (hereinafter collectively called the "Collateral").

(A) All of Debtor's presently owned and hereafter acquired inventory, wherever located but not limited to those addresses listed in section 4 (A), and all proceeds thereof. The term "Inventory" means all of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, tractors, leaf blowers, string trimmers, chain saws, televisions, projection screens, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories financed by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and incorporated herein.

(B) All monies and credits owing or to become owing at any time to Debtor from any manufacturer and/or distributor selling inventory to Debtor. Such monies and credits shall include, but not be limited to: rebates, factory credits, volume incentives, advertising credits and all other forms of monies or credits becoming payable at any time to Debtor from manufacturers and/or distributors.

(C) All of Debtor's presently owned and hereafter acquired inventory which has been paid for by Debtor but remaining in Debtor's stock or possession which has been financed by Secured Party.

The term "Proceeds" as used above and elsewhere in this Agreement shall mean all cash and non-cash proceeds received by Debtor upon the sale or lease of inventory, non-cash proceeds to include, without limitation, all accounts, contract rights, chattel paper, leases, rental contracts and instruments (as those terms are defined in the Uniform Commercial Code of the state in which Debtor is located) and any amounts payable pursuant to policies of insurance covering inventory.

The term "Debtor Receivables" as used herein shall mean and include the monies and credits in which Secured Party is granted a security interest pursuant to (B) above.

The term "Obligations" as used in this Agreement shall mean and include the following:

- (i) All indebtedness owing or to become owing for advances made by Secured Party for Debtor as contemplated by this Agreement.
- (ii) Any other liabilities and obligation whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

## 4. DEBTOR'S REPRESENTATIONS AND AGREEMENTS -

(A) Debtor represents that its principal place of business is its address shown below:

27 W Long Ave DuBois Clearfield Pa 15861  
Street Address City County State Zip

The collateral shall be kept at the above address and at the following additional address:

Street Address City County State Zip

Street Address City County State Zip

Street Address City County State Zip

Street Address City County State Zip

If Debtor has additional places of business, a separate listing of those locations is attached hereto. Debtor will notify Secured Party immediately in writing of any changes in its places of business and the removal of any Collateral from any of its places of business.

(B) Debtor will execute and deliver to Secured Party all financing statements requested by Secured Party and will pay all costs of filing the same; and authorizes Secured Party to sign financing statements for Debtor.

(C) Debtor shall keep complete and accurate records of its business, which shall be available for Secured Party's inspection at all reasonable times, and will furnish to Secured Party such information regarding its business and financial condition as may be requested; Secured Party may enter the premises of Debtor to perform reasonable inventory inspections.

(D) Debtor agrees that Secured Party may, at all times, use and apply any or all Debtor Receivables toward the payment of all Obligations which are due and unpaid, in whole or in part; that Secured Party may notify and direct the parties owing the same to make payment thereof to Secured Party for application to the payment of due and unpaid Obligations, without prior notification to Debtor.

(E) Debtor will not sell or otherwise transfer any Collateral or interest therein other than in its ordinary course of business. Debtor agrees that the Collateral is free from any other claim or encumbrance except for Secured Party's. Debtor warrants that there are no other Financing Statements outstanding with respect to the Collateral, and Debtor will notify Secured Party before signing or authorizing the signing of any Financing Statement with respect to the Collateral.

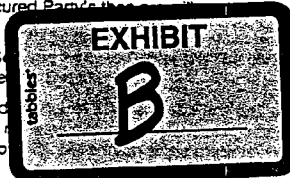
(F) Debtor will keep the Collateral in good order and repair and will pay all taxes, assessments or charges which may be levied or assessed against the same, and in the event of its failure to comply with the foregoing, any amounts expended by Secured Party as it, in its sole discretion may deem to be necessary to repair or put the Collateral into operating condition or to pay any and all taxes, assessments and charges to be discharged, shall be considered an Obligation which is secured by this Security Agreement.

(G) Debtor will keep the Collateral insured for full value against all insurable risks, with loss payable to Secured Party as its interest may appear under the policies which are subject to cancellation upon no less than thirty (30) days written notice to Secured Party. Should Debtor fail to procure such insurance, Secured Party may procure the same and the cost thereof shall be considered an Obligation.

(H) Debtor will pay all indebtedness arising from advances by Secured Party on Debtor's behalf for the purchase of inventory; indebtedness shall include the principal amount of such advances, plus charges, at Secured Party's option, and shall be secured by the Collateral. The terms of this Agreement shall be agreed to between the parties from time to time, in accordance with the following:

(i) Any Statements of Account furnished by Secured Party to Debtor shall be conclusively presumed to be evidence of such prior agreement, unless objected to within ten (10) days after receipt thereof.

(ii) Debtor agrees to pay all interest as agreed upon and noted in the Statements of Account furnished by Secured Party. If for any reason the interest rate is not agreed upon, the interest rate shall be deemed to be the rate of interest originally agreed to an interest rate of no less than the greater of



the rates to be agreed upon and noted in the Statements of Account are unenforceable, Debtor shall be deemed to have agreed to the contract rate allowable under applicable state law.



(iii) In no event, shall the acceleration of payment or otherwise, shall the Secured Party be liable for any charges, as applied on a per annum basis to the total amount of credit extended to Debtor, except that permitted by applicable law and Debtor's sole remedy shall be Secured Party's obligation to adjust Debtor's continuing credit account to the extent required to conform to applicable law and this Agreement.

(iv) All Obligations shall be payable by Debtor when due as indicated on any statements submitted to Debtor, and in any event upon the sale or other disposition by Debtor of any item of inventory unless otherwise agreed to by Secured Party. Until the proceeds of such sale or disposition have been paid to Secured Party, Debtor shall hold the entire sale proceeds IN TRUST for Secured Party, separate and apart from Debtor's funds and goods.

(v) Any failure by Debtor to pay any indebtedness represented by any item of inventory sold or otherwise disposed of by Debtor shall have the immediate effect of accelerating all Obligations then outstanding, at Secured Party's option, whether or not then due and payable. Debtor agrees to pay reasonable attorney fees as permitted by applicable state law together with costs incurred by Secured Party in the collection of any Obligations or the enforcement of Secured Party's remedies as provided elsewhere.

5. DEFAULT - Any of the following shall constitute a Default under this Agreement:

(A) Any breach or failure by Debtor to pay, observe, or perform any of its Obligations or representations and undertakings hereunder or any other agreement between the parties.

(B) Any material misrepresentation by Debtor in connection with the information concerning Debtor's business and financial condition supplied to Secured Party.

(C) Debtor's becoming insolvent, or making an assignment for the benefit of creditors, the filing of a petition in bankruptcy by or against the Debtor, the commencement of proceedings for the appointment of a receiver for Debtor or the commencement of proceedings for reorganization or composition with creditors under any federal or state insolvency law, or if any or all of the Collateral shall be levied upon.

6. REMEDIES - In the event of any Default, Secured Party shall have all of the rights and remedies of a Secured Party as provided in the Uniform Commercial Code in effect in the state in which Debtor conducts its business; and in addition, the right to:

(A) Declare all unpaid Obligations immediately due and payable.

(B) Take possession of all or any of the Collateral then in the possession of Debtor, or wherever found, and for that purpose Secured Party may enter the premises of Debtor, who agrees to assemble and deliver the Collateral at a place reasonably convenient to both parties.

(C) Deduct from the proceeds of sale of Collateral any unpaid Obligations, any attorney's fees, as permitted by applicable state law, whether incurred through judicial proceedings or otherwise, court costs incurred by Secured Party, other expenses such as moving, storage and repair of the collateral, any expenses incurred for the preservation or renovation of the Collateral for purposes of sale as Secured Party may be entitled to under the Uniform Commercial Code.

(D) Debtor agrees that a private sale of any of the goods to a dealer in those types of goods for the amount originally paid for that item or any lesser fair price is a commercially reasonable sale of that item. Further, Debtor agrees that the delivery of any of the goods to the distributor or manufacturer, with a request that it repurchase that item as provided in any repurchase agreement with Secured Party, is a commercially reasonable sale of that item. Any surplus shall be paid to Debtor, and Debtor agrees to pay any deficiency immediately upon demand.

7. GENERAL -

(A) It is understood and agreed, any law, custom or usage to the contrary, that Secured Party shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or practice on the part of Secured Party in refraining from so doing at any time or times; further that the failure of Secured Party at any time or times to enforce its rights under this Agreement strictly in accordance with the same, shall not result in an alteration or waiver of any of the specific terms and provisions of this Agreement, or be construed as having modified the same.

Debtor and Secured Party hereby waive any and all right to trial by jury in any action brought to enforce this Agreement or any amendment thereto or any action brought to enforce payment of any Obligations owing Secured Party.

(B) This Agreement may not be modified, altered or amended except by a further agreement in writing signed by the parties hereto.

(C) Any provision of the Agreement found upon judicial interpretation or construction to be void or prohibited by law shall not invalidate the remaining provisions hereof.

(D) Debtor hereby irrevocably appoints Secured Party, including any of its employees as it may designate, as its true and lawful attorney-in-fact, with power of substitution, to do the following in its place and stead; to execute and deliver in the name of Debtor any chattel mortgages and financing statements; to endorse Debtor's name upon any notes, checks, drafts, money orders and other forms of instruments made payable to Debtor, and generally to do and perform all acts and all things necessary in discharge of the power hereby granted, which shall specifically include the making of any acknowledgments and affidavits necessary for the filing or recording of any or all of the foregoing.

(E) This Agreement, and all the rights and Obligations of the parties thereto, shall be governed by the laws of the State of Ohio. Debtor agrees that any lawsuit may properly be filed in the state and federal courts of Ohio.

The foregoing powers are coupled with an interest and shall be considered irrevocable without prior written consent of Secured Party for such time as any Obligations may remain outstanding.

8. Secured Party may assign the benefits of this Security Agreement to a third party, whereupon Secured Party's assignee shall be entitled thereto and Debtor shall thereupon be obligated to Secured Party's assignee for the payment of Obligations and the performance of all other obligations for which it is bound hereunder.

9. Hazardous Waste Indemnification - Debtor shall indemnify and hold harmless Secured Party, its parent company, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance on, under or about Debtor's property or operations or property leased to Debtor, including but not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). For these purposes, the term "hazardous substances" means any substance which is or becomes designated as "hazardous" or "toxic" under any federal, state, or local law. This indemnity shall survive repayment of Debtor's obligations to Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their proper officers and their seal to be affixed this 29 day of January, 1996.

ATTEST:  
(or witness)

Paul Syktich (Seal)  
Secretary

By

Paul Syktich  
(Debtor)

Title:

Owner

Frigidaire Financial Corporation  
(Secured Party)

By

Donna Broadway  
Credit Specialist

**PARTIES**

Debtor name (last name first if individual) and mailing address:

Sykitch, Paul  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) of Record names(s) (last name first if individual) and address for security interest information:

Frigidaire Financial Corporation  
PO Box 855  
Worthington, OH 43085

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.  
☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.  
☐ Debtor is a Transmitting Utility.

**SIGNATURE(S)**

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

Frigidaire Financial Corporation

**FINANCING STATEMENT CHANGE**  
Uniform Commercial Code Form UCC-3  
IMPORTANT: Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

File # P-48335

Date, Time, Filing Office (stamped by filing officer):

Date 10-20-00

Docket # Continuation

Time 11:00 AM

Clearfield County Prothonotary Office

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.  
☒ Prothonotary of Clearfield County.  
☐ Real Estate Records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

**ORIGINAL FINANCING STATEMENT BEING CHANGED**

This Financing Statement Change relates to an original Financing Statement No. P48335

filed with the:

- ☐ Secretary of the Commonwealth on (date) \_\_\_\_\_  
☒ Prothonotary of Clearfield County on (date) 3/27/1996  
☐ Real Estate Records of \_\_\_\_\_ County on (date) \_\_\_\_\_

**DESCRIPTION OF FINANCING STATEMENT CHANGE**

- ☒ Continuation - The original Financing Statement identified above is still effective.  
☐ Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.  
☐ Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.  
☐ Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.  
☐ Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

**RETURN RECEIPT TO:**

NCS Financial Services  
PO Box 24101  
Cleveland, Ohio 44124

**EXHIBIT**

REORDER FROM  
**Registre, I**  
 514 PIERCE ST.  
 P.O. BOX 218  
 ANOKA, MN. 55303  
 (612) 421-1713

## PARTIES

Debtor name (last name first if individual) and mailing address:  
 Sykitch, Paul (owner)  
 27 West Long Avenue  
 DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
 27 West Long Avenue  
 DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Northern Financial Corporation  
 P.O. Box 865  
 Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
 (required only if box(es) is checked above):

Signature of Secured Party

FINANCING STATEMENT  
 Uniform Commercial Code Form UCC-1  
 IMPOR: Please read instructions on reverse of page 4 before completing

Filing No. (stamped by filing officer):

File # 4-48335

Date, Time, Filing Office (stamped by filing office)

Date: 3-27-96

Docket # 15-364-06

Time 2:30pm

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, vehicles, appliances, furnishings, consumer goods, refrigerators, freezers, toasters, ranges, microwave ovens, dishwashers, air conditioners, clothes dryers, furniture, vacuum cleaners, lawn mowers, lawnmowers, leaf blowers, riding mowers, chain saws, televisions, projection cameras, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories owned by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced herein and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED.

- ☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead minehead on -

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1a

1b

RETURN RECEIPT TO:

Signature of Secured Party  
 XXXXXXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXXXXXX

NCS FINANCIAL SERVICES GROUP  
 P.O. Box 24101  
 CLEVELAND, OHIO 44124

## PARTIES

Name first if individual) and mailing address:

1, Paul (owner)  
West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Prigadaire Financial Corporation  
P.O. Box 885  
XXXXXX XXXX XXXX

Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.

b. ☐ as to which the filing has lapsed.

c. ☐ already subject to a security interest in another county in Pennsylvania-

☐ when the collateral was moved to this county.

☐ when the Debtor's residence or place of business was moved to this county.

d. ☐ already subject to a security interest in another jurisdiction-

☐ when the collateral was moved to Pennsylvania.

☐ when the Debtor's location was moved to Pennsylvania.

e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

Prigadaire Financial Corporation

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
IMPORTANCE: Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

File # 9-48335Date 3-27-96Docket # 15-364-01Time 2:30 pm

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

☐ Secretary of the Commonwealth.

☒ Prothonotary of Clearfield County.

☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, tractors, leaf blowers, riding trimmers, chain saws, televisions, projection cameras, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories financed by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

a. ☐ crops growing or to be grown on -

b. ☐ goods which are or are to become fixtures on -

c. ☐ minerals or the like (including oil and gas) as extracted on -

d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 Paul Sykitch

Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1b

RETURN RECEIPT-TO:

Prigadaire Financial Corporation

XXXXXX XXXX XXXX

XXXXXX XXXX XXXX

NCS FINANCIAL SERVICES GROUP

P.O. Box 24101  
CLEVELAND, OHIO 44124

## PARTIES

Name first if individual) and mail-

1, Paul (owner)  
West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Firststate Financial Corporation  
P.O. Box 888 885  
Northampton, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

Firststate Financial Corporation

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
IMPORT reverse  
Please read instructions on page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☒ Secretary of the Commonwealth.
- ☐ Prothonotary of \_\_\_\_\_ County.
- ☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods and the title or lease by which acquired:  
1. all tangible personal property, including but not limited to, machinery, equipment, fixtures, inventory, goods, crops, accounts receivable, chattels, and other personal property.  
2. all intangible personal property, including but not limited to, accounts receivable, notes, contracts, and other intangible personal property.  
3. all rights in goods, including but not limited to, title, lease, and other rights.  
4. all proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_☐ Described on Additional Sheet.

Name of record owner: (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 Paul Sykitch

1a Sykitch, Paul (owner) t/a Sykitch TV &amp; Appliance

1b

RETURN RECEIPT TO:

Firststate Financial Corporation  
XXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

NCS 3/21/96

O FIDAVIT OF BUSINESS PURPOSE O

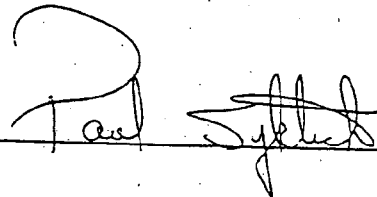
Commonwealth of Pennsylvania

County of Clearfield


2/15, 1996

Paul Syktich  
to law deposes and declares that: \_\_\_\_\_ being duly sworn according

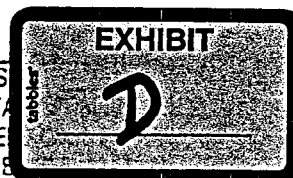
1. He/She is sole owner or general partner in \_\_\_\_\_  
Syktich TV & Appliance  
located at 27 West Long Avenue  
DuBois, PA 15801
2. That he/she has obtained a line of credit from \_\_\_\_\_  
Frigidaire Financial Corporation  
in excess of \$10,000.
3. That such funds shall be utilized solely in the business enterprise set forth above.
4. That he/she exercises actual control over the managerial decisions in the above business in which the said funds shall be utilized.
5. That he/she declares under the penalty of perjury that the above is true and correct.



Sworn to and Subscribed before me this 15<sup>th</sup> day  
of February, 1996.



NOTARIAL S  
ALICE P. KIRK, NOT  
DuBOIS CITY, CLEARFIE  
MY COMMISSION EXPIRE



SYKTICH TV AND APPLIANCE  
PMSI

ALMO

MODEL #	QUANTITY	SER#	PRICE
R430EK	1	4826	\$ 116.00
R430EW	1	4531	\$ 232.00
R430EW	1	1650	\$ 232.00
R530EW	1	9271	\$ 125.00
FEZ831AS	1	1066	\$ 549.00
GLTF1240AS	1	3705	\$ 510.00
GLTF1240AS	1	6765	\$ 510.00
GRT21N6AW	1	6099	\$ 415.00
GRT21N6AW	1	9987	\$ 415.00
DVD704AT	1	1818	\$ 119.00
DVD704AT	1	1845	\$ 119.00
GLRS234ZAB	1	6103	\$ 800.00
GLRS234ZAB	1	6163	\$ 800.00
TEF303AW	1	1419	\$ 197.00
TEF303AW	1	2221	\$ 197.00
FGC30S4HW	1	8092	\$ 225.00
FED367AS	1	4285	\$ 660.00
GLDB756AS	1	5954	\$ 225.00
GLRS264ZAW	1	5059	\$ 860.00
MT2501C199	1	4423	\$ 149.00
MT2501C199	1	5245	\$ 149.00
MT2501C199	1	0360	\$ 149.00
MT2501C199	1	8445	\$ 149.00
FRT15G4AQ	1	8397	\$ 314.00
FRT15G4AQ	1	8402	\$ 314.00
FRT15G4AW	1	0798	\$ 304.00
FRT15G4AW	1	0800	\$ 304.00
GLER341AS	1	2303	\$ 222.00
GLER341AS	1	2398	\$ 222.00
GLER341AS	1	2442	\$ 222.00
GLGR341AS	1	6253	\$ 262.00
GLGR341AS	1	6255	\$ 262.00
GLRS234ZAQ	1	8256	\$ 714.00
GLRT182SAW	1	4179	\$ 365.00
GLRT182SAW	1	4515	\$ 365.00
GLRT216TAQ	1	0170	\$ 457.00
GLRT216TAQ	1	0171	\$ 457.00
GLRT216TAW	1	9893	\$ 447.00
GLRT216TAW	1	9925	\$ 447.00
GLWS1349AS	1	5938	\$ 257.00
GLWS1349AS	1	5949	\$ 257.00
GLWS1349AS	1	5973	\$ 257.00
GRT18C6AQ	1	3725	\$ 335.00
GRT18C6AW	1	3567	\$ 325.00
FAC052K7A	1	2340	\$ 119.00





SYKTICH TV AND APPLIANCE  
PMSI

FAC052K7A		1			2369		\$ 119.00
FAC052K7A		1			2481		\$ 119.00
FFU14FC4AW		1			7183		\$ 302.00
MT1301B199		1			2937		\$ 69.00
MT1301B199		1			4154		\$ 69.00
MT1301B199		1			9738		\$ 69.00
MT1301B199		1			2165		\$ 69.00
TS2746C299		1			6788		\$ 179.00
TS2746C299		1			8697		\$ 179.00
TS2746C299		1			0439		\$ 179.00
TS2746C299		1			0611		\$ 179.00
GLRS237ZAQ		1			2623		\$ 830.00
FDP635RBS		1			8191		\$ 309.00
FEF316AQ		1			8883		\$ 238.00
FRT15B3AQ		1			9496		\$ 315.00
GER221AS		1			5756		\$ 199.00
GER341AS		1			5787		\$ 219.00
GGR341AS		1			5856		\$ 254.00
GRS23F5AQ		1			1481		\$ 759.00
GRT17G4BQ		1			2087		\$ 335.00
GRT18C6AQ		1			6714		\$ 346.00
GRT18S6AQ		1			6787		\$ 388.00
GRT21G6AQ		1			8038		\$ 415.00
GTR1040AS		1			1077		\$ 439.00
GWS1749AS		1			4114		\$ 287.00
TEF303AW		1			7271		\$ 199.00
TPF303AW		1			3514		\$ 212.00
GTR1040AS		1			3373		\$ 439.00
GTR1040AS		1			3396		\$ 439.00
46PP9302		1			1494		\$ 1,299.00
FMV145KB		1			8933		\$ 227.00
GLMV168KS		1			0004		\$ 258.00
GLDB958AS		1			6695		\$ 277.00
MS3650C		1			3327		\$ 499.00
MS3650C		1			3337		\$ 499.00
GTR1040AS		1			2050		\$ 494.00
FFU14C3AW		1			1097		\$ 242.00
FFU17C3AW		1			9243		\$ 289.00
FDB641RAS		1			6691		\$ 182.00
FDB641RAS		1			6697		\$ 182.00
FEB27T5AB		1			8593		\$ 567.00
GLGF366AS		1			8587		\$ 457.00
GLGF366AQ		1			7890		\$ 457.00

DORRANCE							
CAWS823JQ		1			CL5005074		\$ 278.00
CAWS823JQ		1			CL5005076		\$ 278.00
CAWS823JQ		1			CL5005082		\$ 278.00
CW6000W		1			12834991ZY		\$ 318.00
CW6000W		1			12835271ZY		\$ 318.00

SYKTICH TV AND APPLIANCE  
PMSI

CW6000W		1		12835254ZY	\$ 318.00
CGDS774JQ		1		ML2701467	\$ 288.00
CGDS774JQ		1		ML2701446	\$ 288.00
CGDS774JQ		1		ML2301200	\$ 288.00
CEDS774JQ		1		ML2301472	\$ 266.00
CEDS774JQ		1		ML2301492	\$ 266.00
CEDS774JQ		1		ML2301477	\$ 266.00
CS21G5DQ		1		11416807ZY	\$ 712.00
CS23G5Q		1		10386155ZY	\$ 649.00
CT15G4W		1		11553795AA	\$ 365.00
CT15G4Q		1		11556313AA	\$ 375.00
CAWC529JQ		1		N/A	\$ 365.00
CEDC392JQ		1		N/A	\$ 236.00
CE38700BAQ		1		10025138ZM	\$ 449.00
CE38700BAQ		1		10025151ZM	\$ 449.00
CAWS823JQ		1		CL2402310	\$ 289.00
CAWS823JQ		1		CL5005095	\$ 289.00
CT19G6FW		1		11156849ZS	\$ 409.00
CT19G6FW		1		11156990ZS	\$ 409.00
CT19G6FQ		1		11413053ZY	\$ 419.00
CT21G7Q		1		11172248ZU	\$ 499.00
D32D51		1		N/A	\$ 1,219.68
KDD32S		1		N/A	\$ 137.90
DVD2381		1		18125480339	\$ 144.95
B27A76R		1		24145000182	\$ 511.20
B27A76R		1		24145000158	\$ 511.20
B27A74R		1		22143070019	\$ 497.83
CAWS823JQ		1		CM1005432	\$ 289.00
CAWS823JQ		1		CM1005428	\$ 289.00
CAWS823JQ		1		CM1005417	\$ 289.00
CAWS823JQ		1		CM1005421	\$ 289.00
CT19G6FQ		1		11818902AE	\$ 419.00
CT21G7W		1		12774730AE	\$ 489.00
CT21G7W		1		12774723AE	\$ 489.00
C31000PAW		1		35328288ZW	\$ 189.00
C31000PAW		1		36580999AC	\$ 189.00
C31000PAW		1		35575146AA	\$ 189.00
C31000PAW		1		35575148AA	\$ 189.00
C31315XBW		1		10038113ZQ	\$ 309.00
C31315XBW		1		10038110ZQ	\$ 309.00
CE38700BAV		1		10976949ZM	\$ 439.00
CE38700BAV		1		10976952ZM	\$ 439.00
CE38700BAW		1		12591683AC	\$ 413.00
CG34700BDW		1		14712959AE	\$ 350.00
CT15G4W		1		11779292AE	\$ 360.00
CT15G4Q		1		11784888AE	\$ 370.00
WCC10F		1		08394351	\$ 169.00
WCC10F		1		08359603	\$ 169.00
WCC10F		1		08472002	\$ 169.00
P36G		1		NN426043032	\$ 737.00
CT21G7Q		1		11172212ZU	\$ 499.00

SYKTICH TV AND APPLIANCE  
PMSI

WCV10F		1		01686845	\$ 279.00
WCV12F		1		01705236	\$ 299.00
WCV12F		1		01705196	\$ 299.00
GCK-100WPO		1		N431410032	\$ 254.00
CAWS823JQ		1		CM1805939	\$ 278.00
CAWS823JQ		1		CM1805971	\$ 278.00
D32D51		1		12144400190	\$ 1,088.10
B25A76R		1		22145050308	\$ 442.97
B25A76R		1		22145030107	\$ 442.97
B27A76R		1		22144140281	\$ 526.20
B27A76R		1		22144140222	\$ 526.20
CMV1100AAW		1		10003830ZU	\$ 289.00
CMV1100AAQ		1		10019493AA	\$ 289.00
CTH143WW		1		10424020019	\$ 329.00
CS21G5DQ		1		15958943AG	\$ 742.00
CTH182GW		1		10506020111	\$ 369.00
CS27G6DQ		1		10172756ZU	\$ 907.00
CW7500W		1		10730390ZW	\$ 334.00
CW7500W		1		10632910ZU	\$ 334.00
CDE6000W		1		10782249AG	\$ 252.00
CDE6000W		1		10782248AG	\$ 252.00
CDE6000W		1		10782251AG	\$ 252.00
C31315XBW		1		10005592ZM	\$ 309.00
C31315XBT		1		10037869ZQ	\$ 319.00
C31315VBV		1		24685201AE	\$ 330.00
C31315VBV		1		24685209AE	\$ 330.00
C31315VBQ		1		10628870ZB	\$ 340.00
C31315VBQ		1		10628876ZB	\$ 340.00
CGDS774JQ		1		ML2701458	\$ 279.00
CGDS774JQ		1		ML2701462	\$ 279.00
CGDS774JQ		1		ML2701445	\$ 279.00
CDG6000W		1		10469004AE	\$ 284.00
CDG6000W		1		10468961AE	\$ 284.00
CDG6000W		1		10821784AG	\$ 284.00
CDG7500W		1		10717921ZW	\$ 284.00
CDG7500W		1		10717898ZW	\$ 284.00
CB22G6Q		1		10841977AJ	\$ 709.00
CB22G6W		1		10842572AJ	\$ 699.00
CS26G7DW		1		10807329AG	\$ 869.00
CS26G7DQ		1		10807532AG	\$ 879.00
B27A74R		1		N/A	\$ 512.43
B27A74R		1		N/A	\$ 512.43
DCW40-1		1		08601392	\$ 143.00
DCW40-1		1		08552695	\$ 143.00
XBV243		1		25117172025	\$ 197.90
WCV05F		1		N/A	\$ 175.00
CWDH11W		1		200208202024	\$ 484.00
XBV243		1		351160742385	\$ 170.19
SLK-240WPO		1		N508078033	\$ 408.00
SFK-240WPO		1		N493450122	\$ 305.00
SFK-240NPO		1		N501334023	\$ 315.00

SYKTICH TV AND APPLIANCE  
PMSI

CAWS823JQ		1		CP0508752	\$ 283.00
CAWS823JQ		1		CP0508747	\$ 283.00
CAWS823JQ		1		CP0508750	\$ 283.00
CAWS823JQ		1		CP0508699	\$ 283.00
CEDS774JQ		1		MM4903141	\$ 242.00
CEDS774JQ		1		MM4903128	\$ 242.00
CEDS774JQ		1		MP0303400	\$ 242.00
CEDS774JQ		1		MP0303382	\$ 242.00
C31000PAW		1		37727939CE	\$ 206.00
C31000PAW		1		37727942CE	\$ 206.00
C31000PAW		1		37727938CE	\$ 206.00
GFK-1000PO		1		N494445013	\$ 218.00
WVF12Z		1		01810325	\$ 249.00
WVF15Z		1		01809208	\$ 259.00
C31100SAW		1		37581490CA	\$ 227.00
C31100SAT		1		14265994AT	\$ 237.00
CW6000W		1		17237078AX	\$ 324.00
CW6000W		1		17343571AX	\$ 324.00
CW6000W		1		17938854CE	\$ 324.00
CW7500W		1		19028669CE	\$ 349.00
CW7500W		1		19028704CE	\$ 349.00
WCR17F		1		08652967	\$ 391.00
CAWS823JQ		1		CM1205552	\$ 278.00
CAWS823JQ		1		CM1205559	\$ 278.00
CEDS774JQ		1		ML2403327	\$ 246.00
CEDS774JQ		1		ML2301308	\$ 246.00
CEDS774JQ		1		ML2301853	\$ 246.00
CEDS774JQ		1		ML2301347	\$ 246.00
CW6000W		1		14605566AE	\$ 305.00
CW6000W		1		14605537AE	\$ 305.00
CDE6000W		1		10165780AC	\$ 252.00
CDE6000W		1		10165954AC	\$ 252.00
CW750CW		1		11473984AE	\$ 319.00
CDE7500W		1		10514354AE	\$ 247.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE	DATE	AMOUNT	DIFFERENCE	COMMENTS
311	990604	457.00		
329	990604	255.00		Not addressed
393	990608	2,190.00		Not addressed
743	960314	2,780.50		Not addressed
Invoice 1182	990615	1,414.00		
Check 3275	000127	(570.67)		
			843.33	
Invoice 1350	010709	470.00		
Invoice 1351	010709	853.00		
Invoice 65221	010501	1,964.00		
Invoice 221330	010420	1,826.00		
Invoice 223211	010507	250.78		
Invoice 245430	010404	413.00		
Invoice 253630	010404	3,569.00		
Invoice 253631	010403	312.01		
Check 4011	010709	(5,635.21)		
			4,022.58	
2200	990803	3,677.00		Not addressed
2610	990804	112.39		Not addressed
7006	960226	6,013.66		Not addressed
7015	960226	2,043.45		Not addressed
7588	960320	6,206.55		Not addressed
8232	960411	316.95		Not addressed
8233	960411	5,260.98		Not addressed
8910	960507	3,031.50		Not addressed
9692	960605	595.90		Not addressed
9693	960605	4,247.41		Not addressed
10078	960620	2,472.75		Not addressed
10277	960627	1,025.90		Not addressed
10278	960627	1,353.97		Not addressed
10555	960709	2,221.60		Not addressed
11153	960815	3,190.00		Not addressed
11438	960809	4,202.45		Not addressed
11720	960822	2,409.72		Not addressed
12273	960912	3,086.02		Not addressed
12481	960919	305.00		Not addressed
12546	960923	561.95		Not addressed
12547	960923	2,167.70		Not addressed
13142	961011	4,604.11		Not addressed
13521	961024	825.85		Not addressed
13522	961024	2,921.65		Not addressed
13703	961030	451.95		Not addressed
13704	961030	1,123.90		Not addressed
13705	961030	841.90		Not addressed
13706	961030	969.85		Not addressed
13823	961101	293.00		Not addressed
14034	961108	326.50		Not addressed
14208	961114	3,521.65		Not addressed
14647	961127	1,623.54		Not addressed
15651	970108	339.00		Not addressed
15898	970117	5,362.25		Not addressed
16230	970129	4,689.40		Not addressed
16347	970131	1,367.80		Not addressed
16348	970131	375.95		Not addressed
17146	970227	2,597.00		Not addressed
17812	970320	5,361.25		Not addressed
18429	970404	1,859.00		Not addressed
18854	970417	132.21		Not addressed
19769	970519	2,696.00		Not addressed
20466	970616	326.95		Not addressed
20467	970616	473.90		Not addressed



# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)

	DATE	AMOUNT	DIFFERENCE	COMMENTS
20468	970616	3,515.45		
20765	970625	2,346.65		Not addressed
20766	970625	549.95		Not addressed
				Not addressed
Invoice 21214	000717	1,594.00		
Invoice 92885	000619	2,430.62		
Check 3616	000926	(2,616.53)		
			(1,022.53)	
21353	970716	2,399.00		
21354	970716	333.16		Not addressed
21477	970718	129.98		Not addressed
21756	970729	23.02		Not addressed
21757	970729	820.00		Not addressed
21758	970729	969.00		Not addressed
22168	970813	3,250.70		Not addressed
22579	970821	943.95		Not addressed
22811	970828	347.07		Not addressed
23344	970916	7,291.65		Not addressed
24130	971010	3,298.65		Not addressed
24426	971021	1,988.70		Not addressed
24961	971105	771.00		Not addressed
24962	971105	522.00		Not addressed
24963	971105	1,680.00		Not addressed
25631	971105	152.34		Not addressed
26203	971209	251.95		Not addressed
26205	971209	1,217.80		Not addressed
26206	971209	971.82		Not addressed
26323	971211	1,689.75		Not addressed
26419	971215	368.00		Not addressed
26420	971215	517.00		Not addressed
26421	971215	735.00		Not addressed
27020	980102	352.95		Not addressed
27021	980102	2,028.75		Not addressed
27022	980102	811.95		Not addressed
Invoice 27408	010413	3,202.00		
Invoice 253712	010404	2,321.00		
Invoice 471371	010404	233.00		
Check 3955	010611	(6,611.69)		
			(855.69)	
27943	980205	831.00		
27944	980205	485.00		Not addressed
27945	980205	357.00		Not addressed
27946	980205	3,964.00		Not addressed
28332	980219	655.00		Not addressed
28333	980219	486.00		Not addressed
28334	980219	806.00		Not addressed
28546	980227	405.00		Not addressed
29326	980324	4,801.90		Not addressed
30596	980501	389.00		Not addressed
30597	980501	3,299.00		Not addressed
31592	980609	306.95		Not addressed
31593	980609	839.70		Not addressed
31594	980609	6,536.90		Not addressed
32900	980724	2,169.00		Not addressed
33250	980805	2,062.85		Not addressed
33251	980805	1,239.90		Not addressed
33760	980821	4,002.00		Not addressed
33761	980821	82.00		Not addressed
33898	980706	2,797.00		Not addressed
33899	980706	1,271.00		Not addressed
33959	980713	670.00		Not addressed

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)

	DATE	AMOUNT	DIFFERENCE	COMMENTS
33980	980715	1,746.00		Not addressed
34924	980925	372.00		Not addressed
34925	980925	724.00		Not addressed
35021	001C18	304.00		Not addressed
36409	981105	2,640.00		Not addressed
37609	981208	721.95		Not addressed
37610	981208	335.00		Not addressed
37611	981208	354.00		Not addressed
37612	981208	1,938.00		Not addressed
37613	981208	993.00		Not addressed
38423	990104	873.00		Not addressed
39078	990128	1,518.00		Not addressed
39079	990128	748.00		Not addressed
39460	990215	3,083.45		Not addressed
39807	990226	477.00		Not addressed
39808	990226	1,623.00		Not addressed
39809	990226	1,239.00		Not addressed
39823	990226	324.00		Not addressed
39824	990226	730.00		Not addressed
Invoice 39948	010926	3,957.00		
Invoice 66597	010619	4,725.94		
Invoice 389801	010820	704.00		
Check 4115	010926	(6,609.95)		
			2,776.99	
40189	990312	2,407.00		Not addressed
40580	990323	886.00		Not addressed
40581	990323	2,029.00		Not addressed
41674	990421	288.00		Not addressed
41675	990421	677.00		Not addressed
41676	990421	2,165.00		Not addressed
42378	990512	2,159.00		Not addressed
42379	990512	897.60		Not addressed
43910	990701	3,091.65		Not addressed
44275	990712	1,934.85		Not addressed
44276	990712	3,422.55		Not addressed
45015	990730	469.00		Not addressed
45016	990730	3,254.60		Not addressed
45017	990730	426.00		Not addressed
45018	990730	722.00		Not addressed
45463	990812	2,329.00		Not addressed
45532	990816	263.79		Not addressed
46799	990921	1,320.00		Not addressed
46800	990921	847.60		Not addressed
46801	990921	1,331.00		Not addressed
47562	991014	3,342.00		Not addressed
47563	991014	2,525.89		Not addressed
47888	991108	3,171.00		Not addressed
48028	991028	802.00		Not addressed
48085	991029	1,248.00		Not addressed
48086	991029	1,273.00		Not addressed
48811	991108	836.01		Not addressed
49433	991203	2,374.00		Not addressed
49434	991203	356.00		Not addressed
49435	991203	972.00		Not addressed
49954	991217	970.04		Not addressed
49955	991217	1,092.00		Not addressed
Invoice 50368	000104	337.00		
Check 3374	000410	(7,500.00)		
			(7,163.00)	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)	DATE	AMOUNT	DIFFERENCE	COMMENTS
Invoice 50369	000104	264.00		
Invoice 50420	000106	594.00		
Invoice 85653	000107	1,488.00		
Check 3346	000313	(5,515.48)		
			(3,169.48)	
Invoice 51769	000223	1,966.79		
Invoice 51770	000223	1,546.00		
Invoice 53273	000405	1,904.80		
Invoice 138649	000404	3,373.00		
Check 3471	000612	(5,029.17)		
			3,761.42	
Invoice 52152	000308	183.44		
Invoice 54202	000508	3,473.00		
Invoice 54980	000531	988.00		
Check 3560	000810	(5,414.11)		
			(769.67)	
Invoice 54363	000512	626.00		
Check 3660	001025	(5,845.80)		
			(5,219.80)	
Invoice 55667	000623	1,208.89		
Invoice 93462	000622	1,643.00		
Invoice 93478	000622	449.01		
Invoice 105287	000616	1,397.00		
Check 3578	000825	(3,956.16)		
			741.74	
56426	970613	1,178.00		Not addressed
Invoice 56539	000725	4,087.40		
Invoice 57049	000810	2,364.43		
Invoice 57090	000811	1,816.78		
Invoice 57091	000811	823.00		
Invoice 91871	000830	492.00		
Invoice 165036	000830	2,119.00		
Invoice 235375	000926	2,463.79		
Check 3683	001110	(6,276.48)		
			7,889.92	
Invoice 57050	000810	137.11		
Invoice 109187	000725	1,557.00		
Check 3642	001011	(8,816.57)		
			(7,122.46)	
Invoice 57565	000824	3,027.94		
Invoice 234694	000921	1,511.00		
Check 3690	001127	(3,539.32)		
			999.62	
Invoice 57923	000906	1,142.00		
Invoice 57924	000906	2,319.00		
Invoice 58208	000913	4,770.52		
Invoice 58209	000913	1,907.00		
Invoice 353751	000926	550.35		
Invoice 651071	000926	605.68		
Invoice 478891	000211	445.00		
Check 3713	001211	(5,745.77)		
			5,993.78	



# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)

	DATE	AMOUNT	DIFFERENCE	COMMENTS
Invoice 59575	001023	2,060.02		
Invoice 60442	001115	1,343.00		
Invoice 60680	001122	1,672.00		
Invoice 265892	001214	568.28		
Check 3757	010112	(3,031.49)		
			2,611.81	
Invoice 60743	001127	1,840.00		
Check 3846	010312	(3,692.95)		
			(1,852.95)	
61460	991004	1,607.80		Not addressed
Invoice 61495	001218	2,740.78		
Invoice 86159	000114	214.64		
Check 3356	000327	(794.68)		
			2,160.74	
61737	991004	834.01		Not addressed
61739	991004	515.01		Not addressed
Invoice 62740	010207	4,926.37		
Invoice 62741	010207	586.00		
Invoice 62922	010214	1,516.49		
Invoice 62923	010214	538.00		
Invoice 270095	010213	3,986.80		
Check 3916	010510	(7,421.14)		
			4,132.52	
63483	991022	563.00		Not addressed
Invoice 63503	010308	7,480.00		
Invoice 65168	010427	3,270.11		
Invoice 247137	010403	1,389.00		
Invoice 407996	010611	1,755.00		
Check 4045	010813	(6,604.56)		
			7,289.55	
63550	991020	200.94		Not addressed
64159	991022	1,682.01		Not addressed
64992	010424	31.42		Not addressed
65885	010524	4,185.00		Not addressed
Invoice 67172	010705	778.00		
Invoice 67173	010705	101.61		
Invoice 67174	010705	224.00		
Invoice 67209	010706	8,097.00		
Invoice 68327	010809	4,142.00		
Invoice 69950	010926	2,952.00		
Invoice 69951	010926	3,168.00		
Invoice 70017	010928	1,562.00		
Invoice 442781	010830	1,341.00		
Invoice 459651	010828	2,177.00		
Invoice 585181	010904	300.01		
Check 4177	011109	(9,081.21)		
			15,761.41	
Invoice 67750	010724	1,375.00		
Invoice 68799	010823	4,063.00		
Invoice 438980	010820	2,551.00		
Invoice 459014	010820	1,077.01		
Check 4151	011025	(5,214.56)		
			3,851.45	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)

	DATE	AMOUNT	DIFFERENCE	COMMENTS
Invoice 67751	010724	1,894.00		
Invoice 496787	011016	1,364.00		
Check 4235	011227	(3,145.79)		
			112.21	
Invoice 70655	011016	1,845.00		
Invoice 70656	011016	293.00		
Check 4190	011125	(3,145.79)		
			(1,007.79)	
70657	011016	553.00		
70658	011016	5,940.00		
71313	011101	305.00		Not addressed
Invoice 71314	011101	3,602.00		
Check 4220	011210	(7,859.07)		
			(4,257.07)	
73464	020101	4,738.40		
Invoice 74220 (2/3rds)	020123	4,134.67		Not addressed
				Not addressed
Invoice 74220 (1/3rd)	020123	2,067.33		
Invoice 75922 (1/2)	020318	449.00		
Invoice 75923 (1/4th)	020318	591.00		
Check 4451	020524	(2,222.00)		
			885.33	
Invoice 75922 (1/2)	020318	449.00		Not addressed
Invoice 75923 (1/4th)	020318	591.00		
Check 4532	020725	(5,317.00)		
			(4,726.00)	
Invoice 75923 (2/4ths)	020318	1,182.00		Not addressed
Invoice 76217 (1/3rd)	020401	1,024.25		
Invoice 76219 (1/3rd)	020401	1,116.33		
Invoice 76816 (1/3rd)	020411	545.66		
Invoice 76816 (Partial)	020411	378.48		
Invoice 76818 (1/3rd)	020411	245.66		
Invoice 77326 (Partial)	020426	1,457.67		
Invoice 77326 (Partial)	020426	1,830.50		
Invoice 5381000 (1/2)	020429	119.27		
Invoice 5388040 (1/2)	020429	129.00		
Check 4523	020711	(11,324.55)		
			(4,477.73)	
Invoice 76217 (2/3rds)	020401	2,048.51		Not addressed
Invoice 76218 (1/2)	020401	289.00		Not addressed
Invoice 76219 (2/3rds)	020401	2,232.67		Not addressed
Invoice 76517 (1/2)	020402	645.50		Not addressed
Invoice 76816 (Partial)	020411	712.86		Not addressed
Invoice 76818 (2/3rds)	020411	491.34		Not addressed

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)	DATE	AMOUNT	DIFFERENCE	COMMENTS
Invoice 76819 (1/4th)	020411	407.50		
Invoice 76819 (1/4th)	020411	407.50		
Invoice 77970 (1/2)	020515	278.00		
Invoice 77971 (1/3rd)	020515	3,104.48		
Invoice 78725 (1/3rd)	020612	1,528.00		
Invoice 78726 (1/2)	020612	439.50		
Invoice 78728 (1/2)	020612	143.00		
Invoice 78729 (1/2)	020612	98.95		
Invoice 5375160 (1/2)	020423	997.00		
Invoice 5378250 (1/2)	020509	1,215.50		
Invoice J065980 (1/2)	020604	178.50		
Check 4564	020809	(12,865.90)		
			(4,067.97)	
Invoice 76819 (2/4ths)	020411	815.00		Not addressed
Invoice 77326 (Partial)	020426	372.83		Not addressed
Invoice 77970 (1/2)	020515	278.00		Not addressed
Invoice 77971 (1/3rd)	020515	3,104.48		
Check 4581	020909	(11,423.45)		
			(8,318.97)	
Invoice 77971 (1/3rd)	020515	3,104.48		Not addressed
Invoice 78725 (2/3rds)	020612	3,056.00		Not addressed
Invoice 78726 (1/2)	020612	439.50		Not addressed
Invoice 78727 (1/3rd)	020612	341.62		
Check 4616	020925	(2,547.50)		
			(2,205.88)	
Invoice 78727 (2/3rds)	020612	683.24		Not addressed
Invoice 78728 (1/2)	020612	143.00		Not addressed
Invoice 78729 (1/2)	020612	98.95		Not addressed
79520	020711	7,924.75		Not addressed
80375	990913	3,928.00		Not addressed
80969	990922	2,393.00		Not addressed
81693	020919	4,054.00		Not addressed
81739	020923	1,454.00		Not addressed
82500	021016	2,391.00		Not addressed
82501	021016	11,397.00		Not addressed
83134	021031	2,961.00		Not addressed
Invoice 87988 (1/3rd)	030404	2,495.06		
Invoice 87988 (1/3rd)	030404	2,495.06		
Check 4958	030609	(2,495.00)		
			2,495.12	
Invoice 87988 (1/3rd)	030404	2,495.07		
Check 4999	030711	(4,075.07)		
			(1,580.00)	
Invoice 94094	000711	595.01		
Invoice 94257	000705	2,402.00		
Invoice 110654	000613	4,815.00		
Check 3594	000911	(7,431.33)		
			380.68	
Invoice 104758	000229	246.28		
Invoice 116084	000223	1,907.80		
Invoice 135313	000228	2,626.00		
Check 3420	000510	(4,818.82)		
			(38.74)	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)	DATE	AMOUNT	DIFFERENCE	COMMENTS
Invoice 105607	000425	1,410.00		
Invoice 107891	000516	3,257.00		
Invoice 400731	000414	470.00		
Check 3494	000626	(2,986.00)		
			2,151.00	
Invoice 106535	000428	390.00		
Invoice 386491	000501	417.00		
Check 3508	000700	(4,414.82)		
			(3,607.82)	
Invoice 114729	000202	3,422.00		
Check 3400	000426	(1,977.04)		
			1,444.96	
117396	960415	4,161.00		Not addressed
120059	960522	1,378.00		Not addressed
120061	960522	520.50		Not addressed
120135	960522	1,113.00		Not addressed
120176	960522	1,157.00		Not addressed
128323	990120	2,490.00		Not addressed
128325	990120	1,641.00		Not addressed
128327	990119	1,413.00		Not addressed
128328	990120	2,008.00		Not addressed
133971	960228	2,937.00		Not addressed
Invoice 136441	000323	1,801.00		
Check 3448	000525	(3,415.66)		
			(1,614.66)	
137940	960913	1,331.00		Not addressed
140073	000414	835.00		Not addressed
143681	960311	647.00		Not addressed
144932	970130	602.00		Not addressed
144935	970130	992.00		Not addressed
150846	970411	2,572.00		Not addressed
152988	970509	667.00		Not addressed
166713	971216	1,491.00		Not addressed
180784	990524	3,174.00		Not addressed
182321	960429	3,046.50		Not addressed
214641	960603	1,202.00		Not addressed
215311	960603	2,351.75		Not addressed
Invoice 223976	010521	580.00		
Invoice 406757	010523	4,943.00		
Check 4023	010726	(7,448.73)		
			(1,925.73)	
225310	961028	1,316.60		Not addressed
225311	961029	178.27		Not addressed
225312	961118	397.93		Not addressed
233402	000901	508.00		Not addressed
242960	960905	386.33		Not addressed
256312	971212	74.06		Not addressed
258920	961119	2,432.00		Not addressed
Invoice 270312	010213	487.00		
Check 3936	010525	(5,910.03)		
			(5,423.03)	
289132	980925	3,894.00		Not addressed

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)

	DATE	AMOUNT	DIFFERENCE	COMMENTS
Invoice 298777	001201	1,453.00		
Check 3308	000210	(6,853.33)		
			(5,400.33)	
Invoice 303502	001018	1,358.00		
Invoice 303803	001023	1,887.00		
Check 3734	001226	(1,774.50)		
			1,470.50	
304830	960226	2,477.00		
315731	960916	990.00		Not addressed
318392	960913	823.00		Not addressed
336021	961002	829.00		Not addressed
342291	980812	543.60		Not addressed
342292	980812	291.50		Not addressed
342721	961009	1,258.00		Not addressed
344841	961011	461.00		Not addressed
351921	961021	501.00		Not addressed
355141	961023	1,751.00		Not addressed
362621	961031	758.00		Not addressed
370961	961106	1,201.00		Not addressed
375721	961112	1,113.50		Not addressed
376001	961112	2,015.00		Not addressed
377551	961118	907.00		Not addressed
381471	961118	988.00		Not addressed
386811	961125	1,097.00		Not addressed
391251	960829	1,506.50		Not addressed
391431	961202	1,011.00		Not addressed
394140	961219	497.33		Not addressed
Invoice 400134	010620	1,390.01		
Invoice 408460	010614	1,811.00		
Invoice 408461	010614	232.85		
Check 4070	010827	(5,524.38)		
			(2,090.52)	
400733	000501	1,092.00		Not addressed
414251	961219	938.00		Not addressed
Invoice 436759	010709	2,329.00		
Invoice 436769	010709	231.67		
Check 4104	010910	(4,941.90)		
			(2,381.23)	
440521	970118	1,006.00		Not addressed
512811	970423	870.00		Not addressed
512831	970423	315.00		Not addressed
514120	960412	2,095.00		Not addressed
516851	970423	544.00		Not addressed
519531	970428	961.00		Not addressed
523451	970505	1,117.00		Not addressed
525610	970228	2,126.00		Not addressed
526271	970505	350.00		Not addressed
551171	970606	2,542.00		Not addressed
567810	960307	312.60		Not addressed
588870	960711	2,701.00		Not addressed
600150	960325	1,722.00		Not addressed
614601	991021	187.44		Not addressed
644457	970519	1,525.00		Not addressed
656421	971208	1,876.00		Not addressed
657066	970626	949.00		Not addressed
663301	971208	282.00		Not addressed
664642	970725	287.15		Not addressed
664731	970724	2,791.00		Not addressed

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)	DATE	AMOUNT	DIFFERENCE	COMMENTS
665242	970407	1,119.00		Not addressed
680650	980303	1,987.00		Not addressed
681532	980323	1,475.00		Not addressed
696040	970106	1,706.00		Not addressed
714091	980316	1,873.00		Not addressed
717390	970908	616.00		Not addressed
725530	970905	517.00		Not addressed
741062	980727	3,815.00		Not addressed
741063	980604	236.00		Not addressed
766720	960603	1,246.00		Not addressed
779541	980804	687.00		Not addressed
786601	980902	1,090.77		Not addressed
789836	981124	1,992.00		Not addressed
792483	980220	340.23		Not addressed
796651	971205	989.00		Not addressed
801623	971120	1,812.00		Not addressed
801624	971120	2,248.00		Not addressed
811601	990604	407.00		Not addressed
832917	971017	2,704.00		Not addressed
835070	970911	2,250.00		Not addressed
835092	970911	1,130.00		Not addressed
839343	980612	742.56		Not addressed
860472	990310	1,132.00		Not addressed
901930	980925	1,515.00		Not addressed
902310	981026	1,468.00		Not addressed
903678	981009	834.00		Not addressed
903894	981008	1,919.00		Not addressed
903895	981007	1,058.00		Not addressed
904115	981016	536.00		Not addressed
904572	981020	1,449.00		Not addressed
918266	981217	1,591.00		Not addressed
918506	980708	1,877.00		Not addressed
921345	980715	937.00		Not addressed
923321	981229	68.00		Not addressed
924831	980331	366.41		Not addressed
928320	990108	4,131.00		Not addressed
928323	990120	2,490.00		Not addressed
928325	990120	1,641.00		Not addressed
928327	990119	1,413.00		Not addressed
928328	990119	2,008.00		Not addressed
928912	980904	1,316.00		Not addressed
933898	980706	2,797.00		Not addressed
933899	980706	1,271.00		Not addressed
934223	980806	866.00		Not addressed
934229	980807	2,278.20		Not addressed
934280	980811	1,617.00		Not addressed
935970	980814	937.00		Not addressed
936219	980818	255.28		Not addressed
938994	990720	2,655.00		Not addressed
939735	990803	810.00		Not addressed
941069	981106	1,102.00		Not addressed
942466	981113	789.00		Not addressed
942571	000713	900.50		Not addressed
959967	981208	336.79		Not addressed
967088	990420	2,851.00		Not addressed
Invoice 980784	990524	3,174.00		
Check 3320	000223	(3,968.66)		
			(794.66)	
980785	990524	6,371.90		Not addressed
992332	981230	1,709.00		Not addressed
992832	990108	4,131.00		Not addressed
993895	990121	324.71		Not addressed

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)	DATE	AMOUNT	DIFFERENCE	COMMENTS
994793	990208	2,718.60		Not addressed
998068	981221	425.03		Not addressed
998599	981230	908.00		Not addressed
Invoice 4335053	011213	3,897.00		
Check 4359	020325	(3,479.83)		
			417.17	
Invoice 4337540	011218	370.35		
Check 4321	020225	(3,732.89)		
			(3,362.54)	
Invoice 4356720 (Partial Balance)	020308	3,350.00		Not addressed
Invoice 4356720 (Partial Balance)	020308	2.00		
Check 4442	020510	(8,832.40)		
			(8,830.40)	
4691730	020308	2,509.00		Not addressed
Invoice 76218 (1/2)	020401	289.00		
Invoice 76517 (1/2)	020402	645.50		
Invoice 4713040 (1/2)	020409	241.51		
Invoice 4911760 (1/2)	020409	1,388.50		
Check 4481	020610	(7,982.67)		
			(5,418.16)	
Invoice 4713040 (1/2)	020409	241.50		Not addressed
4713730	020423	589.00		Not addressed
4719610	020423	4,923.00		Not addressed
4719880	020423	800.00		Not addressed
4780620	011221	135.76		Not addressed
4794370	020108	375.00		Not addressed
4795190	020108	4,313.00		Not addressed
4805950	020121	449.00		Not addressed
4807390	020118	449.00		Not addressed
4901420	020204	284.60		Not addressed
4909840	020205	2,209.00		Not addressed
Invoice 4911760 (1/2)	020409	1,388.50		Not addressed
4911950	020423	240.00		Not addressed
4967872	011107	567.00		Not addressed
4999720	011112	2,029.00		Not addressed
Invoice 5012440	011126	1,388.00		
Check 4296	020211	(4,823.96)		
			(3,435.96)	
Invoice 5012740	011126	4,390.00		
Check 4261	020109	(6,076.06)		
			(1,686.06)	
5260760	020213	2,639.00		Not addressed
Invoice 5375160 (1/2)	020423	997.00		Not addressed
Invoice 5378250 (1/2)	020509	1,215.50		Not addressed
Invoice 5381000 (1/2)	020429	119.26		Not addressed
Invoice 5388040 (1/2)	020429	129.00		Not addressed
5411150	020628	6,857.00		Not addressed
5411151	020805	984.00		Not addressed
5559970	020829	1,294.00		Not addressed
5565690	020821	5,747.00		Not addressed
5572792	020906	840.01		Not addressed
5631480	020911	953.00		Not addressed
5631481	020911	551.00		Not addressed
DV62432	021126	2,561.00		Not addressed

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

INVOICE (Continued...)	DATE	AMOUNT	DIFFERENCE	COMMENTS
DX09830	030115	4,739.00		Not addressed
DX09910	030115	4,240.00		Not addressed
DX09940	030115	864.00		Not addressed
DX47570	030129	3,947.00		Not addressed
DX47570F	030129	90.00		Not addressed
DX47571	030207	390.00		Not addressed
DX47572	030207	258.00		Not addressed
DX76800	030207	989.00		Not addressed
Invoice DY83730 (1/2)	030321	1,440.00		
Check 4926	030527	(1,440.00)		
			0.00	
Invoice DY83730 (1/2)	030321	1,440.00		Not addressed
DY83730F	030321	80.00		Not addressed
G163010	020805	300.00		Not addressed
G163011	020805	1,160.00		Not addressed
G171380	020821	1,900.00		Not addressed
G424430	021101	1,002.00		Not addressed
G429840	021101	759.00		Not addressed
J051350	020524	4,882.00		Not addressed
Invoice J065970 (1/4th)	020604	1,779.75		
Check 4626	021009	(6,135.34)		
			(4,355.59)	
Invoice J065970 (3/4ths)	020604	5,339.25		Not addressed
J065971	020628	750.00		Not addressed
J065972	020628	704.00		Not addressed
J065973	020628	474.00		Not addressed
Invoice J065980 (1/2)	020604	178.50		Not addressed

## TOTAL INVOICES

572,620.72 (35,988.59)

FINANCE CHGS/INSURANCE PREM	DATE	AMOUNT	COMMENTS
Finance Charges	08/30/96 - 09/26/96	18.82	
Finance Charges	09/27/96 - 10/31/96	68.98	
Finance Charges	11/01/96 - 11/28/96	4.16	
Finance Charges	12/27/96 - 01/30/97	15.13	
Insurance Premium	01/31/97 - 02/27/97	0.15	
Insurance Premium	03/28/97 - 04/24/97	2.16	
Insurance Premium	04/25/97 - 05/29/97	2.06	
Insurance Premium	05/30/97 - 06/26/97	2.40	
Finance Charges	06/27/97 - 07/31/97	2.40	
Finance Charges	06/26/98 - 07/30/98	0.20	
Finance Charges	08/28/98 - 09/24/98	18.90	
Finance Charges	09/25/98 - 10/29/98	97.65	
Finance Charges	01/01/99 - 01/28/99	31.48	
Finance Charges	03/26/99 - 04/29/99	16.21	
Finance Charges	04/30/99 - 05/27/99	8.34	
Finance Charges	05/28/99 - 06/24/99	6.94	
Finance Charges	06/25/99 - 07/29/99	8.68	
Finance Charges	07/30/99 - 08/26/99	17.64	
Finance Charges	08/27/99 - 09/30/99	37.99	
Finance Charges	10/01/99 - 10/28/99	29.38	
Finance Charges	11/26/99 - 12/30/99	2.87	
Finance Charges	12/31/99 - 01/27/00	130.93	
Finance Charges	01/28/00 - 02/24/00	44.67	
Finance Charges	02/25/00 - 03/30/00	5.12	
Finance Charges	02/23/01 - 03/29/01	9.78	
Finance Charges	04/27/01 - 05/31/01	41.90	
Finance Charges	06/01/01 - 06/28/01	65.10	
Finance Charges	06/29/01 - 07/26/01	65.10	



# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

FINANCE CHGS/INSURANCE PREM (Continued...)	DATE	AMOUNT	COMMENTS
Finance Charges	07/27/01 - 08/30/01	100.30	
Finance Charges	08/31/01 - 09/27/01	79.61	
Finance Charges	10/31/01	12.62	
Finance Charges	11/30/01	75.11	
Finance Charges	12/31/01	102.21	
Finance Charges	01/31/02	157.90	
Finance Charges	03/31/02	198.70	
Finance Charges	04/30/02	246.69	
Finance Charges	05/31/02	515.84	
Finance Charges	06/30/02	6.59	
Finance Charges	07/31/02	382.94	
Finance Charges	08/31/02	363.60	
Finance Charges	09/30/02	342.79	
Finance Charges	10/31/02	402.42	
Finance Charges	11/30/02	421.25	
Finance Charges	12/31/02	499.12	
Finance Charges	01/31/03	486.11	
Finance Charges	02/28/03	468.85	
Finance Charges	03/31/03	464.88	
Finance Charges	04/30/03	355.28	
Finance Charges	05/31/03	77.57	
Finance Charges	06/30/03	23.07	
Finance Charges	07/31/03	(1.59)	
<b>TOTAL FINANCE CHGS/INSURANCE PREM</b>		<b>6,537.00</b>	

CHECKS RECEIVED/CM'S RECEIVED	DATE	AMOUNT	COMMENTS
1041	960315	495.40	
1091	960410	2,462.84	
1109	960424	2,908.03	
1146	960509	6,918.65	
1161	960528	2,908.03	
1196	960610	8,788.35	
Credit Memo 1693	960607	100.00	
1216	960624	4,131.28	
1231	960711	9,738.37	
1256	960722	1,202.00	
1261	960726	6,271.36	
1297	960812	7,924.47	
1311	960904	3,590.55	
Credit Memo 1993	960826	530.95	
1329	960910	3,020.60	
1362	960926	3,590.56	
1391	961014	5,982.19	
Adjustment	961010	22.94	
1404	961025	2,972.81	
1436	961111	3,841.67	
1446	961110	3,421.43	
Adjustment	961114	79.61	
Adjustment	961114	54.55	
1460	961125	4,861.38	
1492	961209	12,257.73	
Adjustment	961212	53.64	
1504	961230	3,310.48	
Adjustment	961226	50.10	
Adjustment	970103	54.16	
1534	970110	9,412.59	
1550	970127	3,561.08	
Adjustment	961226	50.50	
1584	970210	8,779.86	
1598	970224	2,116.63	
1626	970310	4,632.15	
1640	970310	2,384.05	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

CHECKS RECEIVED/CM'S RECEIVED (Continued...)

	DATE	AMOUNT	COMMENTS
1680	970410	4,307.66	
1690	970428	1,072.45	
1724	970512	7,203.14	
1740	970527	1,116.52	
1779	970609	8,096.22	
1789	970625	2,777.68	
1819	970711	6,891.66	
1830	970725	3,143.98	
1868	970811	4,286.94	
Adjustment	970815	58.97	
1887	970826	4,787.11	
Credit Memo 3281	970825	129.98	
1913	970910	3,363.18	
Adjustment	970828	50.10	
1941	970924	3,888.59	
1975	971010	5,575.56	
1989	971027	4,332.51	
2014	971110	5,434.70	
2037	971124	4,279.72	
2070	971212	2,322.17	
Credit Memo 3681	971124	67.00	
2086	971229	7,300.93	
2118	980112	3,754.71	
2139	980125	4,827.14	
2175	980211	5,350.09	
2185	980225	1,805.94	
2217	980311	4,791.90	
2231	980325	1,382.36	
2264	980413	5,106.68	
2276	980430	2,492.61	
2309	980511	4,391.19	
2327	980526	2,223.39	
2330	980601	100.00	
2363	980610	2,748.00	
Adjustment	980805	50.20	
Credit Memo 72898	980708	1,220.80	
Credit Memo 172898	980708	2,686.52	
Adjustment	980708	50.20	
Adjustment	980708	110.48	
2402	980713	4,888.65	
2458	980811	6,896.78	
2476	980826	2,376.00	
2487	980910	10,375.98	
Adjustment	980928	9.35	
2524	980928	3,864.97	
Adjustment	981005	9.35	
2538	981012	8,376.19	
2571	981026	1,488.97	
2589	981112	5,909.57	
Adjustment	981112	0.20	
2620	981125	5,237.34	
2652	981210	5,059.49	
Credit Memo 4810	981208	5.95	
2665	981228	3,876.00	
2680	990118	6,741.50	
Credit Memo 9928322	990120	4,131.00	
2702	990125	2,340.01	
Adjustment	990128	101.21	
Credit Memo 2221999	990128	4,029.79	
Credit Memo 9045721	990208	889.00	
2724	990210	4,025.53	
Adjustment	990308	13.42	
Adjustment	990308	3.17	
2747	990226	1,042.02	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 10/06/03

CHECKS RECEIVED/CM'S RECEIVED (Continued...)

	DATE	AMOUNT	COMMENTS
Adjustment	990307	14.89	
2759	990310	7,370.53	
2788	990325	1,273.34	
2808	990412	4,446.97	
Adjustment	990414	0.50	
2833	990426	1,241.86	
2853	990510	5,096.20	
Adjustment	990513	8.68	
2881	990524	2,196.36	
Credit Memo 9670881	990525	75.00	
Credit Memo 9807841	990603	35.00	
2913	990611	3,779.53	
Adjustment	990611	6.94	
Credit Memo 11821	990702	50.00	
2942	990709	4,077.70	
2976	990726	2,917.64	
3021	990811	5,996.98	
Credit Memo 9807851	990817	389.00	
3038	990825	3,534.84	
Adjustment	990903	4.26	
3053	990909	8,250.00	
3062	990907	13.36	
3087	990927	1,459.39	
3102	991011	10,214.01	
Adjustment	991011	2.02	
3135	991025	3,086.59	
3173	991112	6,331.04	
Adjustment	991116	14.78	
Adjustment	991123	52.59	
3186	991129	3,899.38	
3202	991210	6,612.91	
3226	991228	2,042.91	
Adjustment	991228	0.01	
3244	000112	6,463.13	
Credit Memo 5830	991229	248.00	
Adjustment	000126	2.87	
3273	000126	687.34	
Credit Memo 1147291	000303	425.00	
Credit Memo 6044	000322	183.44	
Credit Memo 6124	000413	304.00	
Credit Memo 1400732	000419	45.00	
Adjustment	000427	0.50	
3533	000724	4,787.64	
Credit Memo 6583	000814	75.00	
Credit Memo 1651072	001003	37.68	
Credit Memo 2353752	001003	120.14	
3771	010125	1,197.73	
Credit Memo 3931	010201	397.00	
3798	010212	3,031.52	
Credit Memo 7203	010214	136.00	
Credit Memo 7205	010214	18.00	
3807	010226	1,197.73	
Credit Memo 7206	010216	100.00	
Adjustment	010409	0.78	
Adjustment	010409	6.68	
3873	010412	4,018.27	
3886	010425	487.00	
Adjustment	010610	1.00	
4013	010711	6,670.50	
4128	011012	5,335.56	
Credit Memo 4967871	011107	477.00	
Credit Memo 5012441	011206	15.00	
4273	020124	2,338.05	
Credit Memo 4795191	020201	439.00	

# SYKTICH TV & APPLIANCE

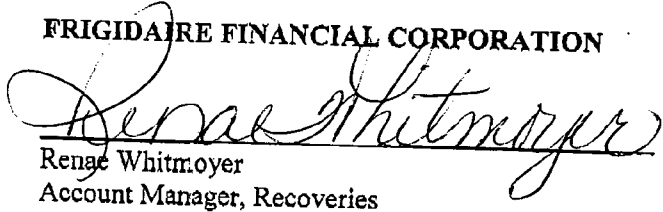
01/26/96 THROUGH 10/06/03

CHECKS RECEIVED/CM'S RECEIVED (Continued...)	DATE	AMOUNT	COMMENTS
4334	020311	3,657.37	
4379	020411	7,076.28	
4409	020429	3,107.34	
Credit Memo 8775	020520	28.00	
4494	020627	2,561.00	
Credit Memo 8951	020711	160.00	
4522	020712	11,325.55	
4573	020823	2,756.00	
Credit Memo 5565691	020830	1,276.00	
Credit Memo G171381	020830	315.00	
4656	021025	4,308.16	
4691	021111	1,451.34	
4700	021125	2,751.60	
4732	021209	1,472.70	
4738	021223	2,757.60	
4763	030109	2,753.20	
4770	030124	2,757.60	
4804	030210	1,872.70	
4813	030224	1,845.33	
4814	030224	2,757.60	
4825	030310	2,005.53	
4851	030314	7,733.00	
4853	030324	2,757.60	
Credit Memo DY83731	030325	43.13	
Credit Memo DY83731C	030325	11.87	
Credit Memo G424431	030402	99.00	
Credit Memo J051351	030402	110.00	
Credit Memo J051352	030402	99.00	
4881	030409	4,797.34	
Credit Memo DY83732	030411	457.00	
Credit Memo DY83733	030411	457.00	
4890	030428	3,668.46	
4918	030509	2,495.06	
Credit Memo 4795193	030515	428.00	
5060	030904	1,580.00	
TOTAL CHECKS/CREDIT MEMOS/ADJUSTMENTS		<u>545,225.54</u>	
TOTAL INVOICES		572,620.72	
TOTAL FINANCE CHGS/INSURANCE PREM		6,537.00	
TOTAL CHECKS/CREDIT MEMOS/ADJUSTMENTS		<u>(545,225.54)</u>	
TOTAL DUE FROM DEALER		<u>33,932.18</u>	

VERIFICATION

I, RENAE WHITMOYER, Account Manager, Recoveries, of FRIGIDAIRE FINANCIAL CORPORATION, verify that the statements made in the foregoing document 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.

FRIGIDAIRE FINANCIAL CORPORATION

  
Renae Whitmoyer  
Account Manager, Recoveries

Dated: 12/10/03

3030175

FRIGIDAIRE FINANCIAL CORPORATION  
Plaintiff

v.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE  
Defendant

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

: NO. 03-1031-CD

: CIVIL ACTION - LAW

**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that on December 15, 2003, I served a true and correct copy of the within **AMENDED COMPLAINT** in the above-captioned matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

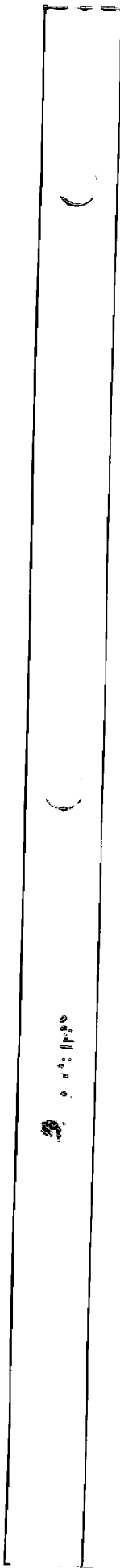
TONY M CHERRY ATTORNEY AT LAW  
GLEASON CHERRY AND CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS PA 15801-0505

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: December 15, 2003



Robert D. Kodak, Esquire  
Supreme Court I.D. 18041  
KNUPP, KODAK & IMBLUM, P.C.  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
717-238-7151 Fax: 717-238-7158  
email: robert.kodak@verizon.net  
Attorney for Plaintiff

ELECTROLUX FINANCIAL CORPORATION, : IN THE COURT OF COMMON PLEAS  
Formerly Known As FRIGIDAIRE FINANCIAL : CLEARFIELD COUNTY, PENNSYLVANIA  
CORPORATION :

Plaintiff :

v. :

: NO. 2004-01846 C.D.

PAUL SYKTICH, Individually and Trading As : CIVIL ACTION - LAW  
SYKTICH TV & APPLIANCE :  
Defendants :

**PLAINTIFF'S REPLY TO DEFENDANT'S**  
**NEW MATTER AND COUNTERCLAIM**

AND NOW, this 28th day of November, 2005, comes Plaintiff, ELECTROLUX  
FINANCIAL CORPORATION, Formerly Known As FRIGIDAIRE FINANCIAL CORPORATION,  
by and through its attorneys, ROBERT D. KODAK, ESQUIRE, KNUPP, KODAK & IMBLUM, P.C.,  
and files the following Reply to Defendant's New Matter, as follows:



**PLAINTIFF'S REPLY TO DEFENDANT'S**  
**NEW MATTER**

13. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1 through 12 of its Complaint.

14. Admitted in part and denied in part. Plaintiff admits the allegation except so far as it refers to the balance as being "allegedly" due and owing.

15. Admitted in part and denied in part. The allegation is admitted as to the regular delivery of merchandise to Defendant; the allegation is denied as to prompt payment in accordance with an alleged payment schedule established by the parties throughout the period of time between 1996 and July, 2003. It should be noted that Electrolux Financial Corporation (formerly Frigidaire financial Corporation) does not deliver product; it merely finances product which was delivered and Invoiced by various suppliers. Defendant's delinquency on his account began in 2002.

16. Admitted with explanation. The Plaintiff admits it accepted payments from Defendant for merchandise delivered. The allegation is denied as it implies Plaintiff and Defendant agreed to a payment schedule different from that required by the account documents. Plaintiff did accept irregular and sporadic payments from the Defendant as Plaintiff was not about to reject those non-conforming payments as Defendant was repeatedly delinquent on his account.

17. Admitted with explanation. It is admitted that the amount past due stands at Twenty-Seven Thousand, Six Hundred Forty-Five Dollars and Three Cents (\$27,645.03), together with interest thereon in the amount of Five Thousand, Seven Hundred Ninety-Three Dollars and Twenty-Three Cents (\$5,793.23), which is past due for the financing of delivered merchandise.

18. Denied with explanation. As to the portion of the allegation that is a conclusion of law, no response is required. As to the remainder of the allegation, Plaintiff accepted installment payments from Defendant because monies were overdue and owing. As far as Defendant ordering additional merchandise from Plaintiff, that portion of the allegation is also denied as Plaintiff does not deliver merchandise but merely finances the ordering of merchandise from other vendors.

19. Denied. The allegation is a conclusion of law to which no response is required. However, should this Honorable Court determine that a response is necessary, then the allegation is denied as Plaintiff's agents made no representations or took any actions, other than those they were legally entitled to take, that could possibly entitle Defendant to rely thereon.

20. Admitted in part and denied in part. All invoices listed on Plaintiff's Exhibit "A," other than Invoice DX-47570, remain unpaid by Defendant. Other than the Invoice cited herein, proof of the allegation is demanded at trial.

21. Admitted in part and denied in part. It is admitted that during the year of 2002, Defendant paid to Plaintiff the sum of One Hundred Twenty-One Thousand Dollars and Ninety-Nine Cents (\$121,000.99) based upon what Defendant felt was due and owing, not based upon what was actually due and owing as set forth in Plaintiff's Complaint.

22. Admitted with explanation. It is admitted that from January, 2003 through July, 2003, Defendant stopped ordering merchandise and having it financed by Plaintiff. It is admitted that Defendant paid Plaintiff the total sum of Forty-Three Thousand, Four Hundred Fifty-Three Dollars and Forty-Nine Cents (\$43,453.49), in various sums at various times, which sum Plaintiff accepted as payments on Defendant's account since the Defendant's account was overdue and in default.

23. Denied. The allegation is a conclusion of law to which no response is required. In the event this Honorable Court should determine that a response is necessary, then the allegation is denied as Defendant still owes Plaintiff the principal sum of Twenty-Seven Thousand, Six Hundred Forty-Five Dollars and Three Cents (\$27,645.03) remains due and owing.

24. Admitted with explanation. The action previously filed to No. 03-1031 C.D. was an Action in Replevin for merchandise thought to be in Defendant's inventory to be returned to Plaintiff due to Defendant's default in his payment terms. As it turned out, Defendant had none of Plaintiff's financed inventory left in his inventory; hence, the Action in Replevin was rendered moot.

25. Admitted in part and denied in part. It is admitted that Plaintiff, through its agents and employees, did verify the Complaint filed to No. 03-1031 C.D. relating to the balance then due and owing to Plaintiff as well as the merchandise that Plaintiff thought was still in Defendant's possession when, in fact, same had been wrongfully disposed of but not paid for in violation of the Security Agreement between the parties. It is adamantly denied that any of the sums due and owing covered by the previous replevin suit had anything to do with merchandise supplied during 1996y through 1999.

26. Admitted in part and denied in part. It is admitted that the defense of Statute of Limitations was raised in New Matter. It is denied that the defense was valid and proof thereof was demanded at trial.

27. Denied. The allegation regarding the Statute of Limitations is a conclusion of law to which an affirmative response is not required. By way of further response, Plaintiff denies that Defendant paid for merchandise when same was delivered. It is admitted that the contract documents speak for themselves. Said documents require payment for goods delivered to be paid in equal monthly installments over the "free period" determined by the supplier; however, this did not occur through the history of the account.

28. Denied. Plaintiff voluntarily marked the previous case filed to No. 03-1031 C.D. as withdrawn and dismissed because said Action in Replevin became moot when Plaintiff came to the realization that Defendant had sold off all of Plaintiff's secured inventory without paying for same in violation of both the contract documents and 18 Pa. C.S.A. §4110.

29. Admitted in part and denied in part. The documents referred to speak for themselves, however, to the extent Defendant infers he paid in accordance with the contract documents, said inference is emphatically denied. Further, Plaintiffs reply to Paragraph 27, *supra*, is incorporated fully and at length herein.

30. Denied. Any payments referred to in Paragraph 30 of Defendant's New Matter were applied to the open Statement balance due and owing. The payments claimed to have been made by Defendant have nothing to do with the payments that were due at that time as some Invoices could be split into as many as twelve (12) payments. If that were the case, payments would follow under the year following the purchase date.

31. Denied. What Defendant believes is not relevant to the case at issue. Plaintiff is trying to recover monies due and owing to it as set forth in Exhibit "F" of Plaintiff's Complaint, incorporated fully and at length herein by reference.

32. Denied. The allegation is a conclusion of law to which no responsive pleading is required.

33. Denied. The allegation is a conclusion of law to which no responsive pleading is required.

## COUNTERCLAIM

in its Reply to New Matter, Paragraphs 13 through 33, inclusive, hereinabove.

made the claim that the Invoices had already been paid.

herein.

criminal, conduct in disposing of Plaintiff's secured inventory without compensating Plaintiff for same.

allegation and proof thereof is demanded at trial.

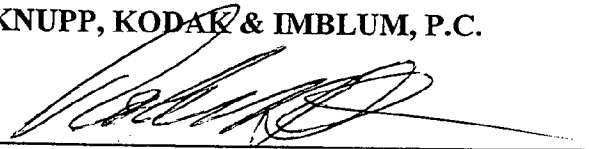
39. Denied. Plaintiff's response to Paragraph 38, *supra*, is incorporated fully and at length herein. Additionally, Plaintiff denies this allegation as Plaintiff's commencement of this action was necessitated by Defendant's intentional, wrongful, illegal and, possibly, criminal conduct of disposing of Plaintiff's secured collateral without paying for same.

40. Denied. Plaintiff's conduct was legal and proper in that Plaintiff is pursuing its remedies allowed by law and available to it to recover monies justly due it as a result of Defendant's wrongful conduct.

WHEREFORE, Plaintiff respectfully requests this Honorable Court dismiss Defendant's Counterclaim and enter Judgment in favor of Plaintiff and against Defendant as prayed for in Plaintiff's Complaint, plus grant costs, interest and attorney's fees and all other relief as deemed appropriate by this Honorable Court.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**

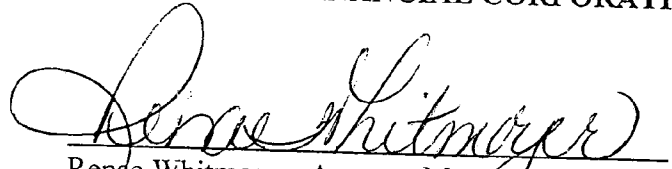


Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

## VERIFICATION

I, RENAE WHITMOYER, Account Manager, of ELECTROLUX FINANCIAL CORPORATION, verify that the statements made in the foregoing document 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.

ELECTROLUX FINANCIAL CORPORATION

  
Renae Whitmoyer, Account Manager

Dated: Nov 9, 2005

3030175

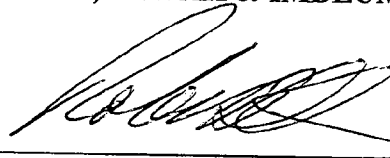


**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that I have this date served a true and correct copy of the Plaintiff's Reply to Defendant's New Matter and Counterclaim in the above-captioned matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ATTORNEY AT LAW  
GLEASON CHERRY AND CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS PA 15801

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: \_\_\_\_\_

*11/28/05*



0.000000

Robert D. Kodak, Esquire  
Supreme Court I.D. 18041  
KODAK & IMBLUM, P.C.  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
717-238-7152 Fax: 717-238-7158  
email: *robert.kodak@verizon.net*  
Attorney for Plaintiff

---

ELECTROLUX FINANCIAL  
CORPORATION, Formerly Known As  
FRIGIDIARE FINANCIAL  
CORPORATION

Plaintiff

v.

PAUL SYKTICH, Individually and  
Trading as SYKTICH TV &  
APPLIANCE

Defendant

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

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

: NO. 2004-01846 C.D.

: CIVIL ACTION - LAW

**PLAINTIFF'S RESPONSES TO DEFENDANT'S**  
**FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

AND NOW, this, the 22<sup>nd</sup> day of May, 2008, comes Plaintiff, Electrolux Financial Corporation, Formerly Known As Frigidaire Financial Corporation, by and through its Attorneys, Robert D. Kodak, Esquire, Kodak & Imbium, P.C., and files the following in response to Defendant's First Request for Production of Documents:

1. See documents attached hereto at Exhibit "A" which are in full response to Request 1.

2. The response to Paragraph 1 is incorporated fully and at length herein, along with all other documents attached in response.

3. The response to Paragraph 2 is incorporated fully and at length herein.

4. The response to Paragraph 2 is incorporated fully and at length herein.

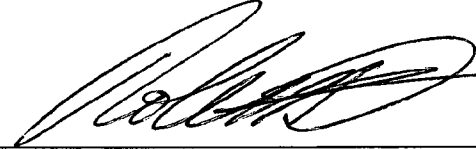
5. Attached hereto at Exhibit "B" is a complete listing of all billings, Statements and Invoices from February 15, 1996, to present.

6. The response to Paragraph 5 is incorporated fully and at length herein.

7. The response to Paragraph 5 is incorporated fully and at length herein.

Respectfully submitted,

**KODAK & IMBLUM, P.C.**




---

Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
717.238.7152 Fax: 717.238.7158  
Attorney I.D. No. 18041  
Attorney for Plaintiff

### VERIFICATION

ROBERT D. KODAK, ESQUIRE, verifies that he is the attorney for the Plaintiff herein and: that the Plaintiff's verification cannot be obtained within the time allowed for the filing of this pleading; that, as attorney for the Plaintiff, he has sufficient knowledge based upon information received from others concerning the contents of the within document to make this verification; and that the facts set forth in the foregoing document are true and correct to the best of his knowledge, information and belief. He understands that false statements made therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities. Plaintiff's Verification will be substituted for this Verification as soon as it is available.

  
\_\_\_\_\_  
Robert D. Kodak

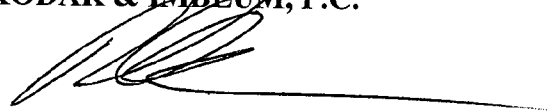
Dated: May 22, 2008

**CERTIFICATE OF SERVICE**

I, Robert D. Kodak, Esquire, hereby certify that I have this date served a true and correct copy of the Plaintiff's Responses to Defendant's First Request for Production of Documents in the above-captioned matter upon the below listed individual(s) via Federal Express Overnight Service, prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

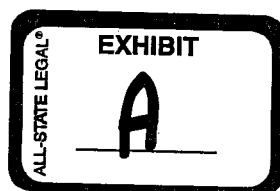
TONI M CHERRY ATTORNEY AT LAW  
GLEASON CHERRY AND CHERRY LLP  
ONE NORTH FRANKLIN STREET  
DUBOIS PA 15801

**KODAK & IMBLUM, P.C.**



Robert D. Kodak  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: May 22, 2008



# CONFIDENTIAL INFORMATION FORM

Date 1-29-96

Name of Firm Syktich TV & Appliance

Tax I.D. 25-1779417

Additional Trade Styles Used \_\_\_\_\_

Telephone No. (814) 375-2280

Principal Place of Business Address 27 W. Long Ave

FAX No. \_\_\_\_\_

City DuBois

County Clarke State Pa

Zip Code 15801

**Business Location** ☐ Do you own ☐ Do you rent (List Additional Locations on the Security Agreement)

**1. Type of Business**

Proprietorship ☒ Partnership ☐ Corporation ☐ Sub-Chapter S Corporation ☐

Limited Liability Corporation ☐

- a) If a proprietorship, show name and residence address of owner  
b) If a partnership, show name and residence address of each partner  
c) If a corporation, show name, residence address and title of each officer

Number of locations 1

Name Paul Syktich

Title owner

Street RDI Box 204

Telephone No. (814) 583-5828

City Rockton

State Pa

Zip 15856

Soc. Sec. # 175-56-5890

Name \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

Telephone No. \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Soc. Sec. # \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

Telephone No. \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Soc. Sec. # \_\_\_\_\_

**2. Background Information**

Please enter month and year business was started 4-1-89

Gross sales last year \$250,000

Dealer principal years in business 7

Branch and warehouse (include county) \_\_\_\_\_

Please check one: ☐ Direct ☒ Distributor Name: H+H Hardware, Doelance Supply Co

Amount of credit you desire: \$10,000

Accounts Payable/Bookkeeper Contact Name: Sherry, Piccirillo & Slippy (814) 371-8340

**3. Dealer Floor Plan Insurance Form**

- ☐ I wish to participate in the Dealer Floor Plan Insurance as described above. I understand there is a \$500 deductible per claim and \$2,500,000 maximum coverage per year. I also understand coverage will be effective upon receipt of this application by the company financing the inventory.

Enclose your last two years fiscal year end statements for the business.

**4. Names and Addresses of Banks & Finance Companies**

a) S&T Bank - 12-14 W. Long Ave  
DuBois, Pa 15801

Acct. # \_\_\_\_\_

Account Officer Tom Waddel

Telephone No. (814) 375-3808

b) GE Capital

Acct. # Chco 05 C3623K

Account Officer \_\_\_\_\_

Telephone No. (800) 967-2334

c) \_\_\_\_\_

Acct. # \_\_\_\_\_

Account Officer \_\_\_\_\_

Telephone No. \_\_\_\_\_

**FEB 12 1996**

I authorize the release of any and all credit information to Frigidaire Financial Corporation.  
A copy of this authorization can be accepted as an original.

Dealer Signature Paul Syktich

(2/95)

**STEP 1**



# SECURITY AGREEMENT - INVENTORY

1. PARTIES - The parties to this Security Agreement are Frigidaire Financial Corporation, (hereinafter "Secured Party") and Paul Sykitch Sykitch, Paul (owner) t/a Sykitch TV & Appliances (hereinafter "Debtor").

2. ADVANCES - Debtor who is engaged in the business of buying, selling and generally dealing in new and used products may, from time to time, obtain from Secured Party such sums of money as Secured Party in its discretion may advance to Debtor (or on behalf of Debtor) for the purchase of Inventory, and which advances are to be secured by the security interest granted by this Agreement.

3. SECURITY INTEREST AND COLLATERAL - To secure repayment by Debtor of all Obligations (as defined below), Debtor hereby grants to Secured Party a continuing security interest in the following property of Debtor (hereinafter collectively called the "Collateral").

(A) All of Debtor's presently owned and hereafter acquired Inventory, wherever located but not limited to those addresses listed in section 4 (A), and all proceeds thereof. The term "Inventory" means all of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, tractors, leaf blowers, string trimmers, chain saws, televisions, projection screens, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories financed by Secured Party as listed in the Statement of Account furnished to the Debtor and incorporated herein. If such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and

(B) All monies and credits owing or to become owing at any time to Debtor from any manufacturer and/or distributor selling Inventory to Debtor. Such monies and credits shall include, but not be limited to: rebates, factory credits, volume incentives, advertising credits and all other forms of monies or credits becoming payable at any time to Debtor from manufacturers and/or distributors.

(C) All of Debtor's presently owned and hereafter acquired Inventory which has been paid for by Debtor but remaining in Debtor's stock or possession which has been financed by Secured Party.

The term "Proceeds" as used above and elsewhere in this Agreement shall mean all cash and non-cash proceeds received by Debtor upon the sale or lease of Inventory, non-cash proceeds to include, without limitation, all accounts, contract rights, chattel paper, leases, rental contracts and instruments (as those terms are defined in the Uniform Commercial Code of the state in which Debtor is located) and any amounts payable pursuant to policies of insurance covering Inventory.

The term "Debtor Receivables" as used herein shall mean and include the monies and credits in which Secured Party is granted a security interest pursuant to (B) above.

The term "Obligations" as used in this Agreement shall mean and include the following:

- (i) All indebtedness owing or to become owing for advances made by Secured Party for Debtor as contemplated by this Agreement.
- (ii) Any other liabilities and obligation whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

## 4. DEBTOR'S REPRESENTATIONS AND AGREEMENTS -

(A) Debtor represents that its principal place of business is its address shown below:

27 W. Long Ave DuBois Clearfield Pa 15861  
Street Address City County State Zip

The collateral shall be kept at the above address and at the following additional address:

Street Address	City	County	State	Zip

If Debtor has additional places of business, a separate listing of those locations is attached hereto. Debtor will notify Secured Party immediately in writing of any changes in its places of business and the removal of any Collateral from any of its places of business.

(B) Debtor will execute and deliver to Secured Party all financing statements requested by Secured Party and will pay all costs of filing the same; and authorizes Secured Party to sign financing statements for Debtor.

(C) Debtor shall keep complete and accurate records of its business, which shall be available for Secured Party's inspection at all reasonable times, and will furnish to Secured Party such information regarding its business and financial condition as may be requested; Secured Party may enter the premises of Debtor to perform reasonable inventory inspections.

(D) Debtor agrees that Secured Party may, at all times, use and apply any or all Debtor Receivables toward the payment of all Obligations which are due and unpaid, in whole or in part; that Secured Party may notify and direct the parties owing the same to make payment thereof to Secured Party for application to the payment of due and unpaid Obligations, without prior notification to Debtor.

(E) Debtor will not sell or otherwise transfer any Collateral or interest therein other than in its ordinary course of business. Debtor agrees that the Collateral is free from any other claim or encumbrance except for Secured Party's. Debtor warrants that there are no other Financing Statements outstanding with respect to the Collateral, and Debtor will notify Secured Party before signing or authorizing the signing of any Financing Statement with respect to the Collateral.

(F) Debtor will keep the Collateral in good order and repair and will pay all taxes, assessments or charges which may be levied or assessed against the same, and in the event of its failure to comply with the foregoing, any amounts expended by Secured Party as it, in its sole discretion may deem to be necessary to the repair or put the Collateral into operating condition or to pay any and all taxes, assessments and charges to be discharged, shall be considered an Obligation which is secured by this Security Agreement.

(G) Debtor will keep the Collateral insured for full value against all insurable risks, with loss payable to Secured Party as its interest may appear under the policies which are subject to cancellation upon no less than thirty (30) days written notice to Secured Party. Should Debtor fail to procure such insurance, Secured Party may procure the same and the cost thereof shall be considered an Obligation.

(H) Debtor will pay all indebtedness arising from advances by Secured Party on Debtor's behalf for the purchase of Inventory; indebtedness shall include the principal amount of such advances, plus charges, at Secured Party's then prevailing rate, as agreed to between the parties from time to time, in accordance with the following:

(i) Any Statements of Account furnished by Secured Party to Debtor shall be conclusively presumed to be evidence of such prior agreement, unless objected to within ten (10) days after receipt thereof of Debtor.

(ii) Debtor agrees to pay all interest as agreed upon with the Secured Party and at the rates to be agreed upon and noted in the Statements of Account furnished by Secured Party. If for any reason the interest rates as included in the Statements of Account are unenforceable, Debtor shall be deemed to have originally agreed to an interest rate of no less than the greater of 15% per annum or the maximum contract rate allowable under applicable state law.

(iii) In no event, whether by priority, acceleration of payment or otherwise, shall the annual interest charges, as applied on a per annum basis to the total amount of credit extended to Debtor, exceed that permitted by applicable law and Debtor's sole remedy shall be Secured Party's obligation to adjust Debtor's continuing credit account to the extent required to conform to applicable law and this Agreement.

(iv) All Obligations shall be payable by Debtor when due as indicated on any statements submitted to Debtor, and in any event upon the sale or other disposition by Debtor of any item of inventory unless otherwise agreed to by Secured Party. Until the proceeds of such sale or disposition have been paid to Secured Party, Debtor shall hold the entire sale proceeds IN TRUST for Secured Party, separate and apart from Debtor's funds and goods.

(v) Any failure by Debtor to pay any indebtedness represented by any item of inventory sold or otherwise disposed of by Debtor shall have the immediate effect of accelerating all Obligations then outstanding, at Secured Party's option, whether or not then due and payable. Debtor agrees to pay reasonable attorney fees as permitted by applicable state law together with costs incurred by Secured Party in the collection of any Obligations or the enforcement of Secured Party's remedies as provided elsewhere.

5. DEFAULT - Any of the following shall constitute a Default under this Agreement:

(A) Any breach or failure by Debtor to pay, observe, or perform any of its Obligations or representations and undertakings hereunder or any other agreement between the parties.

(B) Any material misrepresentation by Debtor in connection with the information concerning Debtor's business and financial condition supplied to Secured Party.

(C) Debtor's becoming insolvent, or making an assignment for the benefit of creditors, the filing of a petition in bankruptcy by or against the Debtor, the commencement of proceedings for the appointment of a receiver for Debtor or the commencement of proceedings for reorganization or composition with creditors under any federal or state insolvency law, or if any or all of the Collateral shall be levied upon.

6. REMEDIES - In the event of any Default, Secured Party shall have all of the rights and remedies of a Secured Party as provided in the Uniform Commercial Code in effect in the state in which Debtor conducts its business; and in addition, the right to:

(A) Declare all unpaid Obligations immediately due and payable.

(B) Take possession of all or any of the Collateral then in the possession of Debtor, or wherever found, and for that purpose Secured Party may enter the premises of Debtor, who agrees to assemble and deliver the Collateral at a place reasonably convenient to both parties.

(C) Deduct from the proceeds of sale of Collateral any unpaid Obligations, any attorney's fees, as permitted by applicable state law, whether incurred through judicial proceedings or otherwise, court costs incurred by Secured Party, other expenses such as moving, storage and repair of the collateral, any expenses incurred for the preservation or renovation of the Collateral for purposes of sale as Secured Party may be entitled to under the Uniform Commercial Code.

(D) Debtor agrees that a private sale of any of the goods to a dealer in those types of goods for the amount originally paid for that item or any lesser fair price is a commercially reasonable sale of that item. Further, Debtor agrees that the delivery of any of the goods to the distributor or manufacturer, with a request that it repurchase that item as provided in any repurchase agreement with Secured Party, is a commercially reasonable sale of that item. Any surplus shall be paid to Debtor, and Debtor agrees to pay any deficiency immediately upon demand.

7. GENERAL -

(A) It is understood and agreed, any law, custom or usage to the contrary, that Secured Party shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or practice on the part of Secured Party in refraining from so doing at any time or times; further that the failure of Secured Party at any time or times to enforce its rights under this Agreement strictly in accordance with the same, shall not result in an alteration or waiver of any of the specific terms and provisions of this Agreement, or be construed as having modified the same.

Debtor and Secured Party hereby waive any and all right to trial by jury in any action brought to enforce this Agreement or any amendment thereto or any action brought to enforce payment of any Obligations owing Secured Party.

(B) This Agreement may not be modified, altered or amended except by a further agreement in writing signed by the parties hereto.

(C) Any provision of the Agreement found upon judicial interpretation or construction to be void or prohibited by law shall not invalidate the remaining provisions hereof.

(D) Debtor hereby irrevocably appoints Secured Party, including any of its employees as it may designate, as its true and lawful attorney-in-fact, with power of substitution, to do the following in its place and stead; to execute and deliver in the name of Debtor any chattel mortgages and financing statements; to endorse Debtor's name upon any notes, checks, drafts, money orders and other forms of instruments made payable to Debtor, and generally to do and perform all acts and all things necessary in discharge of the power hereby granted, which shall specifically include the making of any acknowledgments and affidavits necessary for the filing or recording of any or all of the foregoing.

(E) This Agreement, and all the rights and Obligations of the parties thereto, shall be governed by the laws of the State of Ohio. Debtor agrees that any lawsuit may properly be filed in the state and federal courts of Ohio.

The foregoing powers are coupled with an interest and shall be considered irrevocable without prior written consent of Secured Party for such time as any Obligations may remain outstanding.

8. Secured Party may assign the benefits of this Security Agreement to a third party, whereupon Secured Party's assignee shall be entitled thereto and Debtor shall thereupon be obligated to Secured Party's assignee for the payment of Obligations and the performance of all other obligations for which it is bound hereunder.

9. Hazardous Waste Indemnification - Debtor shall indemnify and hold harmless Secured Party, its parent company, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance on, under or about Debtor's property or operations or property leased to Debtor, including but not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). For these purposes, the term "hazardous substances" means any substance which is or becomes designated as "hazardous" or "toxic" under any federal, state, or local law. This indemnity shall survive repayment of Debtor's obligations to Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their proper officers and their seal to be affixed this 29 day of JANUARY 1996.

ATTEST:  
(or witness)

Mike Sykitch (Seal)  
Secretary

Sykitch, Paul (owner) t/a  
Sykitch TV & Appliances  
Paul Sykitch (Debtor)  
By Paul Sykitch  
Title: Owner  
FEB 12 1996

Frigitaire Financial Corporation  
(Secured Party)

By Donna Broadway  
Credit Specialist  
Title \_\_\_\_\_

# INVENTORY-FLOOR PLANNING AGREEMENT

This Agreement is entered into this 29 day of January, 1996 between Sykitch, Paul (owner) t/a Sykitch TV & Appliance whose business address is 27 W Long AVE DuBois Pa (hereinafter Dealer) and Frigidaire Financial Corporation whose business address is 294 East Campus View Blvd. Columbus, Ohio 43235 (hereinafter FFC) for the purpose of establishing a floor planning arrangement for the acquisition and financing of inventory by Dealer.

Dealer sells and/or leases new and used Appliances + electronics. Pursuant to this business, Dealer desires financing for its acquisition of inventory in the ordinary course of its business.

## 1. ADVANCES.

A. FFC may from time to time in its sole discretion and on presentation of the appropriate documentation advance monies to Dealer or the seller of goods on behalf of Dealer to enable Dealer to purchase inventory.

B. Dealer may apply for other loans or advances, but each application will be treated independently by FFC and must qualify in terms of eligibility and credit worthiness. Nothing contained in this Agreement, or any other agreement between Dealer and FFC, shall be construed to obligate FFC to advance funds to Dealer.

C. FFC shall make advances only upon the receipt by it of an invoice from the seller of goods or such other documents as it may in writing to Dealer specify as necessary to make advances under this Agreement.

## 2. REPAYMENT PROVISIONS.

A. All amounts due FFC for the advancement of funds as set forth in this Agreement or for any other sums due to FFC under any other agreement executed between the parties shall be payable by Dealer when due as indicated on any statement of account or monthly activity statement submitted to Dealer by FFC and in any event upon the sale or other disposition by Dealer of any item of inventory. Dealer agrees that all inventory financed by FFC shall remain subject to any security interest granted in any other agreement by Dealer to FFC. Dealer shall make payment on the following basis:

PAY AS SOLD - The outstanding principal of amounts advanced pursuant to this Agreement shall be repaid in full immediately upon the sale of any item of inventory.

SCHEDULE PAY - The Dealer shall pay on the specified days of each month the entire principal amount indicated on the statement of account or activity statement submitted to Dealer by FFC.

B. On a monthly basis on or before the 10th day of each month, Dealer shall pay to FFC interest and insurance computed on the average daily balance of all outstanding principal amounts as indicated on the statement of account or monthly activity statement furnished by FFC.

## 3. DEFAULT.

A very important element of this Agreement is that Dealer make all its payments promptly as agreed upon. Also essential is that the inventory continue to be in good condition and adequate security for the indebtedness. Dealer shall be in Default under this Agreement on the occurrence of any of the following events or conditions:

A. failure to make in a timely manner any payment required under this Agreement including a failure to pay any amount due when Dealer sells a floor planned item;

B. any warranty, representation, or statement now or hereafter furnished by or on behalf of Dealer to FFC in connection with this Agreement or any guaranty proves to be false or misleading in any material respect when furnished;

C. any judgment, writ, levy, lien, attachment, notice of tax lien, or similar process is entered or filed against Dealer or any of its property and is not vacated, bonded, or stayed to the satisfaction of FFC within thirty (30) days; or

D. death, dissolution, termination of existence, insolvency or business failure, or the filing of a voluntary or involuntary petition in bankruptcy by Dealer or any guarantors.

## 4. RIGHTS AND REMEDIES.

Upon Default or termination of this Agreement, FFC may, at its option and without notice, declare all or any part of the obligations of the Dealer to be due and payable, without the necessity of prior recourse to security, and FFC may exercise its Rights and Remedies under this Agreement or any other agreement to any security or guaranty executed in connection with this Agreement. All Rights and Remedies are cumulative and not exclusive. FFC may waive any Default under this Agreement, but no waiver of any of FFC's Rights under this Agreement shall constitute a waiver of such Rights with respect to any prior or subsequent Default.

## 5. DURATION AND TERMINATION

This Agreement shall be in effect from the date of execution until terminated. This agreement may be terminated by either party at any time upon the giving of written notice by certified mail return receipt requested to the other party. However, such termination shall not change any rights that may have accrued prior to the effective date of the termination.

This Agreement, and all rights and obligations of the parties thereto, shall be governed by the laws of the State of Ohio. In witness whereof, this Agreement has been duly executed on behalf of the undersigned this 29 day of January, 1996.

FRIGIDAIRE FINANCIAL CORPORATION

Sykitch, Paul (owner) t/a  
Sykitch TV & Appliance **FEB 3 1996**

BY:

Ronna Broadway  
Credit Specialist

BY:

Paul Sykitch  
DEBTOR  
Paul Sykitch  
owner

ITS:

TITLE

ITS:

TITLE



financial services group

(440) 461-9661  
fax (440) 461-0822

P.O. Box 24101  
Cleveland, Ohio 44124

729 Minor Road  
Highland Hts., Ohio 44143

Web Site:  
[www.ncscredit.com](http://www.ncscredit.com)

October 30, 2000

Ms. Mary Tompkins  
National Credit Manager  
Frigidaire Financial Corporation  
PO Box 855  
Worthington, OH 43085

Re: UCC-3 Continuation Statements  
Sykitch TV & Appliance  
DuBois, PA

NCS# 719873

Dear Mary:


We are pleased to attach the receipted Pennsylvania Secretary of State and Clearfield Prothonotary acknowledgement copies of your recently submitted UCC-3 Continuation filings.

From the previous search information provided to NCS, notification letters were not required.

If you have any questions or need additional information, please let us hear from you.

We appreciate this opportunity to be of service.

Very truly yours,

  
Aimee Ebersbach  
UCC Division

100<sup>00</sup>  
73133 / 15801  
3291 / 235181  
98333 / 552658



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

NCS FINANCIAL SERVICES  
PO BOX 24101  
CLEVELAND OH 44124

DEBTOR:

SYKITCH, PAUL  
27 W LONG AVE  
DUBOIS, PA 15801

SYKITCH TV & APPLIANCE  
27 W LONG AVE  
DUBOIS, PA 15801

SECURED PARTY:

FRIGIDAIRE FINANCIAL CORP  
PO BOX 855  
WORTHINGTON, OH 43085

EFFECTIVE DATE: OCTOBER 17, 2000 AT 03:11 PM

ORIGINAL FINANCING STATEMENT NUMBER: 25300123

CONTINUATION MICROFILM NUMBER: 33191056

**PARTIES**

Debtor name (last name first if individual) and mailing address:

Sykitich, Paul  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitich TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) of Record names(s) (last name first if individual) and address for security interest information:

Frigidaire Financial Corporation  
PO Box 855  
Worthington, OH 43085

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

**SIGNATURE(S)**

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

Frigidaire Financial Corporation

**FINANCING STATEMENT CHANGE**  
Uniform Commercial Code Form UCC-3  
IMPORTANT: Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

File # P-48335

Date, Time, Filing Office (stamped by filing officer):

Date 10-20-00

Docket # Continuation

Time 11:00 AM

Clearfield County Prothonotary Office

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ Real Estate Records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

**ORIGINAL FINANCING STATEMENT BEING CHANGED**

This Financing Statement Change relates to an original Financing Statement No. P48335 filed with the:

- ☐ Secretary of the Commonwealth on (date) \_\_\_\_\_
- ☒ Prothonotary of Clearfield County on (date) 3/27/1996
- ☐ Real Estate Records of \_\_\_\_\_ County on (date) \_\_\_\_\_

**DESCRIPTION OF FINANCING STATEMENT CHANGE**

- ☒ **Continuation** - The original Financing Statement identified above is still effective.
- ☐ **Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- ☐ **Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- ☐ **Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- ☐ **Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

**RETURN RECEIPT TO:**

NCS Financial Services  
PO Box 24101  
Cleveland, Ohio 44124

**FIDAVIT OF BUSINESS PURPOSE**

Commonwealth of Pennsylvania

County of Clearfield

2/15, 1996

Paul Syktich

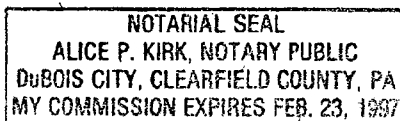
to law deposes and declares that: \_\_\_\_\_ being duly sworn according

1. He/She is sole owner or general partner in \_\_\_\_\_  
Syktich TV & Appliance  
located at 27 West Long Avenue  
DuBois, PA 15801
2. That he/she has obtained a line of credit from \_\_\_\_\_  
Frigidaire Financial Corporation  
in excess of \$10,000.
3. That such funds shall be utilized solely in the business enterprise set forth above.
4. That he/she exercises actual control over the managerial decisions in the above business in which the said funds shall be utilized.
5. That he/she declares under the penalty of perjury that the above is true and correct.

Paul Syktich

Sworn to and Subscribed before me this 15<sup>th</sup> day  
of February, 1996.

Alice P. Kirk



# Personal Guaranty

Obligee (Finance Co.): Frigidaire Financial Corporation  
(Formerly WCI Acceptance Corporation)

Address: P O Box 855

City: Worthington State: OH Zip: 43085

Debtor: Sykitch, Paul (owner) t/a

Sykitch TV & Appliance

Address: 27 West Long Avenue

City: DuBois State: PA Zip: 15801

To induce you to extend credit to the Debtor named above (hereinafter "Debtor"), and in consideration of the benefits to accrue to each of us, the undersigned (hereinafter "Guarantors"), jointly and severally unconditionally guarantee and promise to pay you on demand any and all indebtedness of Debtor as may be owing to you. The word "indebtedness" includes any and all advances, loans or other financial accommodations heretofore or hereafter granted by you to, or for the account of, Debtor. Guarantor also guarantees the due performance by Debtor of all its obligations under any present or future agreement with you. The words "you" and "your" as used herein shall mean and include the Obligor and its subsidiaries and affiliates.

This is a continuing Guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied. This Guaranty shall not apply to any indebtedness created after actual receipt by you of written notice of its revocation as to future transactions, but termination by any Guarantor shall not affect the continuing liability of any other Guarantor(s) as do not give notice of termination. The obligation of each Guarantor hereunder is joint and several, notwithstanding that the Guarantors signing this Guaranty may be both individuals and partnerships or corporations.

All indebtedness of Debtor shall, for the purposes hereof, be deemed immediately due and payable without notice or demand, and shall be forthwith payable by Guarantors on demand in the event that: Debtor shall fail to pay any indebtedness when due or commit any breach or default in the performance of Debtor's undertakings and obligations contained in any agreement with you; Debtor becomes unable to pay its debts as they mature, makes an assignment for the benefit of creditors or takes advantage of the insolvency laws of any state; or if a petition under any chapter of the Bankruptcy Act or for the appointment of a receiver of any part of the property of the Debtor is filed by or against the Debtor.

Guarantors agree: you may, without notice of demand, from time to time renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, take and hold security for the payment of this Guaranty or the indebtedness hereby guaranteed, and exchange, enforce, waive and release any such security, apply such security and direct the order or manner of sale thereof as you in your discretion may determine, and release or substitute any one or more endorser or Guarantors; that you shall not be required to proceed against Debtor, proceed against or exhaust any security held from Debtor, or pursue any other remedy against Debtor in your power before proceeding against Guarantors; that Guarantors shall have neither any right of subrogation, contribution, indemnity, or reimbursement for payments Guarantors may be required to make hereunder, nor any right to participate in any security now or hereafter held by you; that all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness are hereby waived; their obligation hereunder shall not be discharged, impaired or affected by: the power or authority or lack thereof of Debtor to incur the indebtedness, the validity or invalidity of the documents evidencing the indebtedness, any offsets, counterclaims or defenses (other than payment in full of the indebtedness and the performance of all Debtor's obligations) that Guarantors may or might have to their respective undertakings, liabilities and obligations hereunder, all of which are hereby waived by Guarantors; that any indebtedness of Debtor now or hereafter held by Guarantors is hereby subordinated to the indebtedness of Debtor to you, and such indebtedness of Debtor to Guarantors if you so request, shall be collected, enforced and received by Guarantors as your trustee and be paid over to you on account of the indebtedness of Debtor to you but without reducing or affecting in any manner the liability of Guarantors under the other provisions of this Guaranty; to pay a reasonable attorney's fee and all other costs and expenses which may be incurred by you in the enforcement of this Guaranty or in defense of any claims raised by way of counterclaim, defense, or set-off in enforcement of this Guaranty; if only one person or entity signs this Guaranty, then all words used herein in the plural in reference to Guarantors shall be deemed to have been used in the singular where the context and construction so require; that trial by jury in any suit, action or proceeding arising on, out of, under or by reason of or relating in any way to this Guaranty or any transaction hereunder, or concerning the validity, interpretation or enforcement of this Guaranty as between any or all of the Guarantors and you is hereby waived.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed according to the laws of the State of Ohio. Guarantors agree that the courts of the State of Ohio, including the United States District Court for the Southern District of Ohio, Eastern Division at Columbus, shall have jurisdiction to hear and determine any claim, dispute or demand pertaining to this Guaranty and involving any or all of the Guarantors. Guarantors expressly submit and consent to such jurisdiction, hereby waiving personal service of any Summons and Complaint or other process to be issued in any action or proceeding based upon any such claim, dispute or demand, and hereby agree that service of such Summons and Complaint or other process, may be made by registered or certified mail to Guarantors at the address appearing herein. Should the party(ies) so served fail to appear or answer any Summons, Complaint or process so served, within Thirty (30) days after the mailing thereof, such party(ies) shall be deemed in default and you shall be entitled to enter a judgment or order as demanded or prayed for therein. Nothing herein shall affect your right to serve process in any other manner provided by law, or to commence legal proceedings or otherwise proceed against Guarantors in the state or federal courts of any other jurisdiction.

This Guaranty shall inure to the benefit of your transferees and assignees of any part or all of the indebtedness.

Witness

Witness

Witness

Witness

Signature

Address

City

Signature

Address

City

Date

State

Date

State

Zip

JOINT ASSET HOLDER



# PERSONAL GUARANTY

Obligee (Finance Co.): Frigidaire Financial Corporation

Debtor:

Paul Syktich

Address: 294 East Campus View Blvd.

Address:

27 W. Long Ave

City: Columbus

State: Ohio

Zip: 43235

City: DuBois

State: Pa

Zip: 15801

To induce you to extend credit to the Debtor named above (hereinafter "Debtor"), and in consideration of the benefits to accrue to each of us, the undersigned (hereinafter "Guarantors"), jointly and severally unconditionally guarantee and promise to pay you on demand any and all indebtedness of Debtor as may be owing to you. The word "indebtedness" includes any and all advances, loans or other financial accommodations heretofore or hereafter granted by you to, or for the account of, Debtor. Guarantor also guarantees the due performance by Debtor of all its obligations under any present or future agreement with you. The words "you" and "your" as used herein shall mean and include the Obligee and its subsidiaries and affiliates.

This is a continuing Guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied. This Guaranty shall not apply to any indebtedness created after actual receipt by you of written notice of its revocation as to future transactions, but termination by any Guarantor shall not affect the continuing liability of any other Guarantor(s) as do not give notice of termination. The obligation of each Guarantor hereunder is joint and several, notwithstanding that the Guarantors signing this Guaranty may be both individuals and partnerships or corporations.

All indebtedness of Debtor shall, for the purposes hereof, be deemed immediately due and payable without notice or demand, and shall be forthwith payable by Guarantors on demand in the event that: Debtor shall fail to pay any indebtedness when due or commit any breach or default in the performance of Debtor's undertakings and obligations contained in any agreement with you; Debtor becomes unable to pay its debts as they mature, makes an assignment for the benefit of creditors or takes advantage of the insolvency laws of any state; or if a petition under any chapter of the Bankruptcy Act or for the appointment of a receiver of any part of the property of the Debtor is filed by or against the Debtor.

Guarantors agree: you may, without notice of demand, from time to time renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, take and hold security for the payment of this Guaranty or the indebtedness hereby guaranteed, and exchange, enforce, waive and release any such security, apply such security and direct the order or manner of sale thereof as you in your discretion may determine, and release or substitute any one or more endorsers or Guarantors; that you shall not be required to proceed against Debtor, proceed against or exhaust any security held from Debtor, or pursue any other remedy against Debtor in your power before proceeding against Guarantors; that Guarantors shall have neither any right of subrogation, contribution, indemnity, or reimbursement for payments Guarantors may be required to make hereunder, nor any right to participate in any security now or hereafter held by you; that all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness are hereby waived; their obligation hereunder shall not be discharged, impaired or affected by: the power or authority or lack thereof of Debtor to incur the indebtedness, the validity or invalidity of the documents evidencing the indebtedness, any offsets, counterclaims or defenses (other than payment in full of the indebtedness and the performance of all Debtor's obligations) that Guarantors may or might have to their respective undertakings, liabilities and obligations hereunder, all of which are hereby waived by Guarantors; that any indebtedness of Debtor now or hereafter held by Guarantors is hereby subordinated to the indebtedness of Debtor to you, and such indebtedness of Debtor to Guarantors if you so request, shall be collected, enforced and received by Guarantors as your trustee and be paid over to you on account of the indebtedness of Debtor to you but without reducing or affecting in any manner the liability of Guarantors under the other provisions of this Guaranty; to pay a reasonable attorney's fee and all other costs and expenses which may be incurred by you in the enforcement of this Guaranty or in defense of any claims raised by way of counterclaim, defense, or set-off in enforcement of this Guaranty; if only one person or entity signs this Guaranty, then all words used herein in the plural in reference to Guarantors shall be deemed to have been used in the singular where the context and construction so require; that trial by jury in any suit, action or proceeding arising on, out of, under or by reason of or relating in any way to this Guaranty or any transaction hereunder, or concerning the validity, interpretation or enforcement of this Guaranty as between any or all of the Guarantors and you is hereby waived.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed according to the laws of the State of Ohio. Guarantors agree that the courts of the State of Ohio, including the United States District Court for the Southern District of Ohio, Eastern Division at Columbus, shall have jurisdiction to hear and determine any claim, dispute or demand pertaining to this Guaranty and involving any or all of the Guarantors. Guarantors expressly submit and consent to such jurisdiction, hereby waiving personal service of any Summons and Complaint or other process to be issued in any action or proceeding based upon any such claim, dispute or demand, and hereby agree that service of such Summons and Complaint or other process, may be made by registered or certified mail to Guarantors at the address appearing herein. Should the party(ies) so served fail to appear or answer any Summons, Complaint or process so served, within Thirty (30) days after the mailing thereof, such party(ies) shall be deemed in default and you shall be entitled to enter a judgment or order as demanded or prayed for therein. Nothing herein shall affect your right to serve process in any other manner provided by law, or to commence legal proceedings or otherwise proceed against Guarantors in the state or federal courts of any other jurisdiction.

This Guaranty shall inure to the benefit of your transferees and assignees of any part or all of the indebtedness.

FEB 12 1996

Witness

Witness

Witness

Witness

Signature

Date

Address

City

State

Zip

Signature

Date

Address

City

State

Zip

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

NCS FINANCIAL SERVICES GROUP  
PO BOX 24101  
CLEVELAND, OH 44124

DEBTOR:

SYKITCH, PAUL  
27 W LONG AVE  
DUBOIS, PA 15801

SYKITCH TV & APPLIANCE  
27 W LONG AVE  
DUBOIS, PA 15801

SECURED PARTY:

FRIGIDAIRE FINANCIAL CORP  
PO BOX 855  
WORTHINGTON, OH 43085

EFFECTIVE DATE: MARCH 27, 1996 AT 10:51 AM

FINANCING STATEMENT NUMBER: 25300123

PARTIES		FINANCING STATEMENT	
<b>Debtor name</b> (last name first if individual) and mailing address:  <b>Sykitch, Paul (owner)</b> <b>27 West Long Avenue</b> <b>DuBois, PA 15801</b>	1	<b>Uniform Commercial Code Form UCC-1</b> <b>IMPOR</b> Please read instructions on reverse of page 4 before completing	
<b>Debtor name</b> (last name first if individual) and mailing address:  <b>Sykitch TV &amp; Appliance</b> <b>27 West Long Avenue</b> <b>DuBois, PA 15801</b>	1a	<b>Filing No.</b> (stamped by filing officer):  <b>Date, Time, Filing Office</b> (stamped by filing officer):	5
<b>Debtor name</b> (last name first if individual) and mailing address:  	1b	This <b>Financing Statement</b> is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): <input checked="" type="checkbox"/> Secretary of the Commonwealth. <input type="checkbox"/> Prothonotary of _____ County. <input type="checkbox"/> real estate records of _____ County.	6
<b>Secured Party(ies) names(s)</b> (last name first if individual) and address for security interest information:  <b>Priglass Financial Corporation</b> <b>P.O. Box 338 855</b> <b>Northampton, OH 43065</b>	2	<b>Number of Additional Sheets</b> (if any): <b>Optional Special Identification</b> (Max. 10 characters):	7
<b>Assignee(s) of Secured Party name(s)</b> (last name first if individual) and address for security interest information:  	2a	<b>COLLATERAL</b> <b>Identify collateral by item and/or type:</b>  All of the following types of goods have been or shall be placed in this statement: 1. <input type="checkbox"/> crops growing or to be grown on - 2. <input type="checkbox"/> goods which are or are to become fixtures on - 3. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on - 4. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on - 5. <input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	9
<b>Special Types of Parties</b> (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility.	3	<b>Identify related real estate, if applicable:</b> The collateral is, or includes (check appropriate box(es))- a. <input type="checkbox"/> crops growing or to be grown on - b. <input type="checkbox"/> goods which are or are to become fixtures on - c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on - d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on - the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet. <b>Name of record owner</b> (required only if no Debtor has an interest of record):	10
<b>SECURED PARTY SIGNATURE(S)</b>  This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))- a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor. b. <input type="checkbox"/> as to which the filing has lapsed. c. already subject to a security interest in another county in Pennsylvania: <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county. d. already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania. e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	3	<b>DEBTOR SIGNATURE(S)</b>  <b>Debtor Signature(s):</b> 1. <i>Paul Sykitch</i> 1a. <b>Sykitch, Paul (owner) t/a Sykitch TV &amp; Appliance</b> 1b.	11
<b>Secured Party Signature(s)</b> (required only if box(es) is checked above):  <b>Priglass Financial Corporation</b>	4	<b>RETURN RECEIPT TO:</b> <b>Priglass Financial Corporation</b> <b>XXXXXXXXXXXXXXXXXXXX</b> <b>XXXXXXXXXXXXXXXXXXXX</b> <div style="text-align: right; font-size: 1.2em; margin-top: 20px;">NCS 3/21/96</div>	12

## PARTIES

Debtor name (last name first if individual) and mailing address:

Sykitch, Paul (owner)  
27 West Long Avenue  
DuBois, PA 15901

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Frigidaire Financial Corporation  
P.O. Box 880 855  
Middletown, OH 43044-0855

Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

## Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

Frigidaire Financial Corporation

*Not a Roadway*

STANDARD FORM, FORM UCC-1 (7-89)  
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT  
Uniform Commercial Code Form UCC-1  
IMPORTANCE: Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

File # P-48335Date 3-27-96Docket # 15-364-06Time 2:30pm

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of, but not limited to: washers, dryers, humidifiers, dehumidifiers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, kitchen cabinets, furniture, vacuum cleaners, lawn mowers, irons, leaf blowers, riding trimmers, chain saws, televisions, projection screens, electronic equipment, sewing machines, knitting machines, notions, computers, and the like, including parts and accessories financed by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party referenced hereto and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED.

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

*Paul Sykitch*

Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1a

1b

RETURN RECEIPT TO:

~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~

NCS FINANCIAL SERVICES GROUP  
P.O. Box 24101  
CLEVELAND, OHIO 44124

FILING OFFICE ACKNOWLEDGEMENT - County only.  
NOTE - Do not send this page to the Department of State.

REORDER FROM  
Register, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN, 55303  
(612) 421-1713

## PARTIES

Debtor name (last name first if individual) and mailing address:

Sykitch, Paul (owner)  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Prigalske Financial Corporation  
P.O. Box 885  
Worthington, OH 43085

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.

b. ☐ as to which the filing has lapsed.

c. already subject to a security interest in another county in Pennsylvania-

☐ when the collateral was moved to this county.

☐ when the Debtor's residence or place of business was moved to this county.

d. already subject to a security interest in another jurisdiction-

☐ when the collateral was moved to Pennsylvania.

☐ when the Debtor's location was moved to Pennsylvania.

e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)

(required only if box(es) is checked above)

Prigalske Financial Corporation

STANDARD FORM - FORM UCC-1 (7-89)

Approved by Secretary of Commonwealth of Pennsylvania

FILING STATEMENT  
Uniform Commercial Code Form UCC-1  
IMPOR: Please read instructions on reverse of page 4 before completing

Filing No. (stamped by filing officer):

File # 4-48335

Date, Time, Filing Office (stamped by filing officer):

Date 3-27-96

Docket # 15-364-06

Time 2:30pm

Clearfield County Prothonotary Office

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

☐ Secretary of the Commonwealth.☒ Prothonotary of Clearfield County.☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by Debtor consisting of, but not limited to, machinery, equipment, tools, fixtures, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, air conditioners, clothes washers, dryers, vacuum cleaners, lawn mowers, tractors, leaf blowers, and other power tools, chain saws, televisions, electronic equipment, electronic equipment, moving appliances, rolling machines, rollers, computers, and the like, including parts and accessories included by Secured Party as listed in the Statement of Account furnished to the Debtor and if such Statement of Account is not furnished to the Debtor then those goods as listed in the invoices purchased by the Secured Party, referenced herein and incorporated herein.

PROCEEDS OF COLLATERAL ARE ALSO COVERED

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):

a. ☐ crops growing or to be grown on -

b. ☐ goods which are or are to become fixtures on -

c. ☐ minerals or the like (including oil and gas) as extracted on -

d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

Paul Sykitch  
Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1a

1b

## RETURN RECEIPT TO:

Prigalske Financial Corporation  
XXXXXXXXXXXX  
XXXXXXXXXXXX

NCS FINANCIAL SERVICES GROUP

P.O. Box 24101  
CLEVELAND, OHIO 44124

GIVE TO THE DEBTOR  
NOTE - Do not send to filing office.

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOVA, MN 55303  
(612) 421-2733

## PARTIES

Debtor name (last name first if individual) and mailing address:

Sykitch, Paul (owner)  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Sykitch TV & Appliance  
27 West Long Avenue  
DuBois, PA 15801

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

Firststate Financial Corporation  
P.O. Box 800 855  
Northampton, OH 43065

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

Firststate Financial Corporation

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1  
IMPOR reverse Please read instructions on  
of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ Prothonotary of Clearfield County.
- ☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

## COLLATERAL

Identify collateral by item and/or type:

All of the following types of goods held for sale or lease by debtor consisting of but not limited to: inventory, fixtures, equipment, consumables, intangibles, accounts, chattel, motor vehicles, construction goods, instruments, and commodities. Whether tangible, intangible, personal or real, such as: accounts, notes, and documents, including electronic chattel paper, instruments, projective interest, electronic equipment, inventory, goods and including chattel paper, fixtures, equipment, and motor vehicles. Whether tangible or intangible, including but not limited to: accounts, notes, and documents, including electronic chattel paper, instruments, projective interest, electronic equipment, inventory, goods and including chattel paper, fixtures, equipment, and motor vehicles. Whether tangible or intangible, including but not limited to: accounts, notes, and documents, including electronic chattel paper, instruments, projective interest, electronic equipment, inventory, goods and including chattel paper, fixtures, equipment, and motor vehicles.

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. ☐ crops growing or to be grown on -
- b. ☐ goods which are or are to become fixtures on -
- c. ☐ minerals or the like (including oil and gas) as extracted on -
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 Paul Sykitch

1a Sykitch, Paul (owner) t/a Sykitch TV & Appliance

1b

RETURN RECEIPT TO:

Firststate Financial Corporation  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

PENNSYLVANIA DEPARTMENT OF STATE  
UNIFORM COMMERCIAL CODE DIVISION  
ROOM 308 NORTH OFFICE BUILDING  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

INFORMATION REQUEST

DEBTOR: SYKITCH, PAUL

FILE NO.	FILE DATE	FILE TIME	SECURED PARTY NAME AND ADDRESS
25300123	03/27/1996	10:51	FRIGIDAIRE FINANCIAL CORP PO BOX 855 WORTHINGTON, OH 43085

THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS LISTED ONLY UNDER THE NAME AND ADDRESS EXACTLY AS SET FORTH ABOVE AS OF 04/08/1996.

ANY OTHER FINANCING STATEMENTS WHICH MAY BE INDEXED UNDER A VARIATION IN THE DEBTOR AND/OR ADDRESS SET FORTH ABOVE WILL NOT BE LISTED. ACCORDINGLY, IF YOU KNOW OF ANY VARIATION IN THE DEBTOR NAME AND/OR ADDRESS YOU MAY WISH TO REQUEST ANOTHER SEARCH.

FEES ACCUMULATED ...	\$13.00
AMOUNT PAID .....	\$12.00
-----	
TOTAL AMOUNT DUE ...	\$1.00

**PAID**

NCS FINANCIAL SERVICES  
PO BOX 24101  
CLEVELAND, OH 44124

PENNSYLVANIA DEPARTMENT OF STATE  
UNIFORM COMMERCIAL CODE DIVISION  
ROOM 308 NORTH OFFICE BUILDING  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

INFORMATION REQUEST

DEBTOR: SYKITCH TV & APPLIANCE

FILE NO.	FILE DATE	FILE TIME	SECURED PARTY NAME AND ADDRESS
25300123	03/27/1996	10:51	FRIGIDAIRE FINANCIAL CORP PO BOX 855 WORTHINGTON, OH 43085

THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS LISTED ONLY UNDER THE NAME AND ADDRESS EXACTLY AS SET FORTH ABOVE AS OF 04/08/1996.

ANY OTHER FINANCING STATEMENTS WHICH MAY BE INDEXED UNDER A VARIATION IN THE DEBTOR AND/OR ADDRESS SET FORTH ABOVE WILL NOT BE LISTED. ACCORDINGLY, IF YOU KNOW OF ANY VARIATION IN THE DEBTOR NAME AND/OR ADDRESS YOU MAY WISH TO REQUEST ANOTHER SEARCH.

FEES ACCUMULATED ...	\$13.00
AMOUNT PAID .....	\$12.00
-----	
TOTAL AMOUNT DUE ...	\$1.00

**PAID**

NCS FINANCIAL SERVICES  
PO BOX 24101  
CLEVELAND, OH 44124



# FINANCIAL STATEMENT BALANCE SHEET

AS OF Dec 31, 19 95

NAME Syktel TV - Appliances TRADE STYLE \_\_\_\_\_

LOCATION 25 W Long Ave DuBois Pa 15801  
No. and Street City State

Type of Organization

Individual ☐

Partnership ☒

Corporation ☐

Line No.	ASSETS	AMOUNT	LIABILITIES	AMOUNT	Line No.
1	Cash on Hand		Accounts Payable	10122	1
2	Cash in Bank	5371	Notes Payable	1711	2
3	Accounts Receivable	479	Floor Plan Payable		3
4	Notes Receivable		Interest Payable		4
5			Accrued Payroll		5
6	Total - Cash and Receivables (Lines 1 to 5)	5850	Accrued Commissions		6
7					7
8	Inventory - New - Other	30000	Taxes - F.O.A.I., Unemp., Withholding		8
9	Inventory - Parts		Taxes - Other than Income and Payroll	969	9
10	Inventory - Used		Taxes - Income (Previous Year)		10
11					11
12	Total Inventories (Lines 8 to 11)	30000			12
13	Marketable Securities		Total Current Liabilities (Lines 1 to 12)	12622	13
14					14
15	Prepaid Expenses		Mortgages Payable		15
16					16
17	Total Current Assets (Lines 6, 12, 13 to 16)	35850	Reserves		17
18	Investment - Cash Value Life Insurance		- Bad Debts		18
19	Investment - Other - Non-Current		- Depreciation - Buildings		19
20			- Depreciation - Machinery and Equipment		20
21	Land		- Depreciation - Furniture and Fixtures	710	21
22	Buildings (Used in Business)		- Depreciation - Autos and Trucks	10374	22
23	Machinery and Equipment				23
24	Furniture and Fixtures	743	Total Reserves (Lines 17 to 23)	11084	24
25	Autos and Trucks	10374	Capital Stock Outstanding		25
26			Surplus	23061	26
27	Total Fixed Assets (Lines 18 to 25)	11117	Investment Account		27
28			Drawing Account		28
29			Profit or Loss		29
30			Total Net Worth (Lines 25 to 29)	27061	30
31	Total Assets (Lines 17, 27, 28, 29, 30)	46967	Total Liabilities & Net Worth (Lines 13 to 17, 24, 30)	46967	31

**OPERATING STATEMENT (Income and Expense)**

Period From 1-1-95 To 12-31-95

Line	AMOUNT
34 NET SALES	240984
35 COST OF SALES	176691
36 GROSS PROFIT (Line 34 Less Line 35)	64293
37 OPERATING EXPENSE	27060
38 OPERATING PROFIT (Line 36 Less Line 37)	37233
39 OTHER INCOME AND/OR EXPENSES	99
40 NET PROFIT (OR LOSS) (Line 38 ± Line 39)	37332
41	

Signed this \_\_\_\_\_ of \_\_\_\_\_ 19 \_\_\_\_ By \_\_\_\_\_  
(Day) (Month) (Year) (OVER)

Trade Name \_\_\_\_\_  
 Signature \_\_\_\_\_ Title \_\_\_\_\_

# A. CREDIT REFERENCES

Banks or Finance Companies

Address

Seaside Trust Co

Du Bois, Pa 15801

Other Credit References

Address

B. Description and Location of Real Estate Listed in Balance Sheet

Title Held In Name of

Cost Plus Improvements

Present Market Value

Mortgages

Amount

Maturity

Amortization

N/A

C. Are there any Chattel Mortgages or Liens against Assets listed in the Balance Sheet?

If so, describe:

N/A

D. Insurance Carried on Real Estate \$

Machinery and Equipment \$

Inventories \$

E. Have you Endorsed for or Guaranteed the Obligations of any other person or concern?

No

If "Yes", Please give Amount and Description

F. Names of Officers and Directors or Partners

Address

Official Title

Interest In the Business

In What Other Business Engaged

Michael Sykora

Du Bois, Pa

pt m

40

None

Lucy Sykora

Du Bois, Pa

pt m

50

None

Paul Sykora

Du Bois, Pa

pt m

10

None

G. Comments:

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE	DATE	AMOUNT	BALANCE
311	990604	457.00	
329	990604	255.00	
393	990608	2,190.00	
743	960314	2,780.50	
1182	990615	1,414.00	
1350	010709	470.00	
1351	010709	853.00	
2200	990803	3,677.00	
2610	990804	112.39	
7006	960226	6,013.66	
7015	960226	2,043.45	
7588	960320	6,206.55	
8232	960411	316.95	
8233	960411	5,260.98	
8910	960507	3,031.50	
9692	960605	595.90	
9693	960605	4,247.41	
10078	960620	2,472.75	
10277	960627	1,025.90	
10278	960627	1,353.97	
10555	960709	2,221.60	
11153	960815	3,190.00	
11438	960809	4,202.45	
11720	960822	2,409.72	
12273	960912	3,086.02	
12481	960919	305.00	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

12546	960923	561.95
12547	960923	2,167.70
13142	961011	4,604.11
13521	961024	825.85
13522	961024	2,921.65
13703	961030	451.95
13704	961030	1,123.90
13705	961030	841.90
13706	961030	969.85
13823	961101	293.00
14034	961108	326.50
14208	961114	3,521.65
14647	961127	1,623.54
15651	970108	339.00
15898	970117	5,362.25
16230	970129	4,689.40
16347	970131	1,367.80
16348	970131	375.95
17146	970227	2,597.00
17812	970320	5,361.25
18429	970404	1,859.00
18854	970417	132.21
19769	970519	2,696.00
20466	970616	326.95
20467	970616	473.90
20468	970616	3,515.45
20765	970625	2,346.65

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE (Continued...)	DATE	AMOUNT	COMMENTS
20766	970625	549.95	
21214	000717	1,594.00	
21353	970716	2,399.00	
21354	970716	333.16	
21477	970718	129.98	
21756	970729	23.02	
21757	970729	820.00	
21758	970729	969.00	
22168	970813	3,250.70	
22579	970821	943.95	
22811	970828	347.07	
23344	970916	7,291.65	
24130	971010	3,298.65	
24426	971021	1,988.70	
24961	971105	771.00	
24962	971105	522.00	
24963	971105	1,680.00	
25631	971105	152.34	
26203	971209	251.95	
26205	971209	1,217.80	
26206	971209	971.82	
26323	971211	1,689.75	
26419	971215	368.00	
26420	971215	517.00	
26421	971215	735.00	
27020	980102	352.95	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

27021	980102	2,028.75
27022	980102	811.95
27408	010413	3,202.00
27943	980205	831.00
27944	980205	485.00
27945	980205	357.00
27946	980205	3,964.00
28332	980219	655.00
28333	980219	486.00
28334	980219	806.00
28546	980227	405.00
29326	980324	4,801.90
30596	980501	389.00
30597	980501	3,299.00
31592	980609	306.95
31593	980609	839.70
31594	980609	6,536.90
32900	980724	2,169.00
33250	980805	2,062.85
33251	980805	1,239.90
33760	980821	4,002.00
33761	980821	82.00
33898	980706	2,797.00
33899	980706	1,271.00
33959	980713	670.00
33980	980715	1,746.00
34924	980925	372.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE (Continued...)	DATE	AMOUNT	COMMENTS
34925	980925	724.00	
35021	001018	304.00	
36409	981105	2,640.00	
37609	981208	721.95	
37610	981208	335.00	
37611	981208	354.00	
37612	981208	1,938.00	
37613	981208	993.00	
38423	990104	873.00	
39078	990128	1,518.00	
39079	990128	748.00	
39460	990215	3,083.45	
39807	990226	477.00	
39808	990226	1,623.00	
39809	990226	1,239.00	
39823	990226	324.00	
39824	990226	730.00	
39948	010926	3,957.00	
40189	990312	2,407.00	
40580	990323	886.00	
40581	990323	2,029.00	
41674	990421	288.00	
41675	990421	677.00	
41676	990421	2,165.00	
42378	990512	2,159.00	
42379	990512	897.60	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

43910	990701	3,091.65
44275	990712	1,934.85
44276	990712	3,422.55
45015	990730	469.00
45016	990730	3,254.60
45017	990730	426.00
45018	990730	722.00
45463	990812	2,329.00
45532	990816	263.79
46799	990921	1,320.00
46800	990921	847.60
46801	990921	1,331.00
47562	991014	3,342.00
47563	991014	2,525.89
47888	991108	3,171.00
48028	991028	802.00
48085	991029	1,248.00
48086	991029	1,273.00
48811	991108	836.01
49433	991203	2,374.00
49434	991203	356.00
49435	991203	972.00
49954	991217	970.04
49955	991217	1,092.00
50368	000104	337.00
50369	000104	264.00
50420	000106	594.00



# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE (Continued...)	DATE	AMOUNT	COMMENTS
51769	000223	1,966.79	
51770	000223	1,546.00	
52152	000308	183.44	
53273	000405	1,904.80	
54202	000508	3,473.00	
54363	000512	626.00	
54980	000531	988.00	
55667	000623	1,208.89	
56426	970613	1,178.00	
56539	000725	4,087.40	
57049	000810	2,364.43	
57050	000810	137.11	
57090	000811	1,816.78	
57091	000811	823.00	
57565	000824	3,027.94	
57923	000906	1,142.00	
57924	000906	2,319.00	
58208	000913	4,770.52	
58209	000913	1,907.00	
59575	001023	2,060.02	
60442	001115	1,343.00	
60680	001122	1,672.00	
60743	001127	1,840.00	
61460	991004	1,607.80	
61495	001218	2,740.78	
61737	991004	834.01	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

61739	991004	515.01
62740	010207	4,926.37
62741	010207	586.00
62922	010214	1,516.49
62923	010214	538.00
63483	991022	563.00
63503	010308	7,480.00
63550	991020	200.94
64159	991022	1,682.01
64992	010424	31.42
65168	010427	3,270.11
65221	010501	1,964.00
65885	010524	4,185.00
66597	010619	4,725.94
67172	010705	778.00
67173	010705	101.61
67174	010705	224.00
67209	010706	8,097.00
67750	010724	1,375.00
67751	010724	1,894.00
68327	010809	4,142.00
68799	010823	4,063.00
69950	010926	2,952.00
69951	010926	3,168.00
70017	010928	1,562.00
70655	011016	1,845.00
70656	011016	293.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE (Continued...)	DATE	AMOUNT	COMMENTS
70657	011016	553.00	
70658	011016	5,940.00	
71313	011101	305.00	
71314	011101	3,602.00	
73464	020101	4,738.40	
74220	020123	6,202.00	
75922	020318	898.00	
75923	020318	2,364.00	
76217	020401	3,072.76	
76218	020401	578.00	
76219	020401	3,349.00	
76517	020402	1,291.00	
76816	020411	1,637.00	
76818	020411	737.00	
76819	020411	1,630.00	
77326	020426	3,661.00	
77970	020515	556.00	
77971	020515	9,313.44	
78725	020612	4,584.00	
78726	020612	879.00	
78727	020612	1,024.86	
78728	020612	286.00	
78729	020612	197.90	
79520	020711	7,924.75	
80375	990913	3,928.00	
80969	990922	2,393.00	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

81693	020919	4,054.00
81739	020923	1,454.00
82500	021016	2,391.00
82501	021016	11,397.00
83134	021031	2,961.00
85653	000107	1,488.00
86159	000114	214.64
87988	030404	7,485.19
91871	000830	492.00
92885	000619	2,430.62
93462	000622	1,643.00
93478	000622	449.01
94094	000711	595.01
94257	000705	2,402.00
104758	000229	246.28
105287	000616	1,397.00
105607	000425	1,410.00
106535	000428	390.00
107891	000516	3,257.00
109187	000725	1,557.00
110654	000613	4,815.00
114729	000202	3,422.00
116084	000223	1,907.80
117396	960415	4,161.00
120059	960522	1,378.00
120061	960522	520.50
120135	960522	1,113.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE (Continued...)	DATE	AMOUNT	COMMENTS
120176	960522	1,157.00	
128323	990120	2,490.00	
128325	990120	1,641.00	
128327	990119	1,413.00	
128328	990120	2,008.00	
133971	960228	2,937.00	
135313	000228	2,626.00	
136441	000323	1,801.00	
137940	960913	1,331.00	
138649	000404	3,373.00	
140073	000414	835.00	
143681	960311	647.00	
144932	970130	602.00	
144935	970130	992.00	
150846	970411	2,572.00	
152988	970509	667.00	
165036	000830	2,119.00	
166713	971216	1,491.00	
180784	990524	3,174.00	
182321	960429	3,046.50	
214641	960603	1,202.00	
215311	960603	2,351.75	
221330	010420	1,826.00	
223211	010507	250.78	
223976	010521	580.00	
225310	961028	1,316.60	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

225311	961029	178.27
225312	961118	397.93
233402	000901	508.00
234694	000921	1,511.00
235375	000926	2,463.79
242960	960905	386.33
245430	010404	413.00
247137	010403	1,389.00
253630	010404	3,569.00
253631	010403	312.01
253712	010404	2,321.00
256312	971212	74.06
258920	961119	2,432.00
265892	001214	568.28
270095	010213	3,986.80
270312	010213	487.00
289132	980925	3,894.00
298777	001201	1,453.00
303502	001018	1,358.00
303803	001023	1,887.00
304830	960226	2,477.00
315731	960916	990.00
318392	960913	823.00
336021	961002	829.00
342291	980812	543.60
342292	980812	291.50
342721	961009	1,258.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE (Continued...)	DATE	AMOUNT	COMMENTS
344841	961011	461.00	
351921	961021	501.00	
353751	000926	550.35	
355141	961023	1,751.00	
362621	961031	758.00	
370961	961106	1,201.00	
375721	961112	1,113.50	
376001	961112	2,015.00	
377551	961118	907.00	
381471	961118	988.00	
386491	000501	417.00	
386811	961125	1,097.00	
389801	010820	704.00	
391251	960829	1,506.50	
391431	961202	1,011.00	
394140	961219	497.33	
400134	010620	1,390.01	
400731	000414	470.00	
400733	000501	1,092.00	
406757	010523	4,943.00	
407996	010611	1,755.00	
408460	010614	1,811.00	
408461	010614	232.85	
414251	961219	938.00	
436759	010709	2,329.00	
436769	010709	231.67	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

438980	010820	2,551.00
440521	970118	1,006.00
442781	010830	1,341.00
459014	010820	1,077.01
459651	010828	2,177.00
471371	010404	233.00
478891	000211	445.00
496787	011016	1,364.00
512811	970423	870.00
512831	970423	315.00
514120	960412	2,095.00
516851	970423	544.00
519531	970428	961.00
523451	970505	1,117.00
525610	970228	2,126.00
526271	970505	350.00
551171	970606	2,542.00
567810	960307	312.60
585181	010904	300.01
588870	960711	2,701.00
600150	960325	1,722.00
614601	991021	187.44
644457	970519	1,525.00
651071	000926	605.68
656421	971208	1,876.00
657066	970626	949.00
663301	971208	282.00



# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE (Continued...)	DATE	AMOUNT	COMMENTS
664642	970725	287.15	
664731	970724	2,791.00	
665242	970407	1,119.00	
680650	980303	1,987.00	
681532	980323	1,475.00	
696040	970106	1,706.00	
714091	980316	1,873.00	
717390	970908	616.00	
725530	970905	517.00	
741062	980727	3,815.00	
741063	980804	236.00	
766720	960603	1,246.00	
779541	980804	687.00	
786601	980902	1,090.77	
789836	981124	1,992.00	
792483	980220	340.23	
796651	971205	989.00	
801623	971120	1,812.00	
801624	971120	2,248.00	
811601	990604	407.00	
832917	971017	2,704.00	
835070	970911	2,250.00	
835092	970911	1,130.00	
839343	980612	742.56	
860472	990310	1,132.00	
901930	980925	1,515.00	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

902310	981026	1,468.00
903678	981009	834.00
903894	981008	1,919.00
903895	981007	1,058.00
904115	981016	536.00
904572	981020	1,449.00
918266	981217	1,591.00
918506	980708	1,877.00
921345	980715	937.00
923321	981229	68.00
924831	980331	366.41
928320	990108	4,131.00
928323	990120	2,490.00
928325	990120	1,641.00
928327	990119	1,413.00
928328	990119	2,008.00
928912	980904	1,316.00
933898	980706	2,797.00
933899	980706	1,271.00
934223	980806	866.00
934229	980807	2,278.20
934280	980811	1,617.00
935970	980814	937.00
936219	980818	255.28
938994	990720	2,655.00
939735	990803	810.00
941069	981106	1,102.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

INVOICE (Continued...)	DATE	AMOUNT	COMMENTS
942466	981113	789.00	
942571	000713	900.50	
959967	981208	336.79	
967088	990420	2,851.00	
980784	990524	3,174.00	
980785	990524	6,371.90	
992332	981230	1,709.00	
992832	990108	4,131.00	
993895	990121	324.71	
994793	990208	2,718.60	
998068	981221	425.03	
998599	981230	908.00	
4335053	011213	3,897.00	
4337540	011218	370.35	
4356720	020308	3,352.00	
4691730	020308	2,509.00	
4713040	020409	483.01	
4713730	020423	589.00	
4719610	020423	4,923.00	
4719880	020423	800.00	
4780620	011221	135.76	
4794370	020108	375.00	
4795190	020108	4,313.00	
4805950	020121	449.00	
4807390	020118	449.00	
4901420	020204	284.60	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

4909840	020205	2,209.00
4911760	020409	2,777.00
4911950	020423	240.00
4967872	011107	567.00
4999720	011112	2,029.00
5012440	011126	1,388.00
5012740	011126	4,390.00
5260760	020213	2,639.00
5375160	020423	1,994.00
5378250	020509	2,431.00
5381000	020429	238.53
5388040	020429	258.00
5411150	020628	6,857.00
5411151	020805	984.00
5559970	020829	1,294.00
5565690	020821	5,747.00
5572792	020906	840.01
5631480	020911	953.00
5631481	020911	551.00
DV62432	021126	2,561.00
DX09830	030115	4,739.00
DX09910	030115	4,240.00
DX09940	030115	864.00
DX47570	030129	3,947.00
DX47570F	030129	90.00
DX47571	030207	390.00
DX47572	030207	258.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

## INVOICE (Continued...)

	DATE	AMOUNT	COMMENTS
DX76800	030207	989.00	
DY83730	030321	2,880.00	
DY83730F	030321	80.00	
G163010	020805	300.00	
G163011	020805	1,160.00	
G171380	020821	1,900.00	
G424430	021101	1,002.00	
G429840	021101	759.00	
J051350	020524	4,882.00	
J065970	020604	7,119.00	
J065971	020628	750.00	
J065972	020628	704.00	
J065973	020628	474.00	
J065980	020604	357.00	

TOTAL INVOICES

858,533.69

FINANCE CHGS/INSURANCE PREM	DATE	AMOUNT	COMMENTS
-----------------------------	------	--------	----------

Finance Charges	08/30/96 - 09/26/96	18.82	
Finance Charges	09/27/96 - 10/31/96	68.98	
Finance Charges	11/01/96 - 11/28/96	4.16	
Finance Charges	12/27/96 - 01/30/97	15.13	
Finance Charges	01/31/97 - 02/27/97	0.15	
Insurance Premium	03/28/97 - 04/24/97	2.16	
Insurance Premium	04/25/97 - 05/29/97	2.06	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

Insurance Premium	05/30/97 - 06/26/97	2.40
Insurance Premium	06/27/97 - 07/31/97	2.40
Finance Charges	06/26/98 - 07/30/98	0.20
Finance Charges	08/28/98 - 09/24/98	18.90
Finance Charges	09/25/98 - 10/29/98	97.65
Finance Charges	01/01/99 - 01/28/99	31.48
Finance Charges	03/26/99 - 04/29/99	16.21
Finance Charges	04/30/99 - 05/27/99	8.34
Finance Charges	05/28/99 - 06/24/99	6.94
Finance Charges	06/25/99 - 07/29/99	8.68
Finance Charges	07/30/99 - 08/26/99	17.64
Finance Charges	08/27/99 - 09/30/99	37.99
Finance Charges	10/01/99 - 10/28/99	29.38
Finance Charges	11/26/99 - 12/30/99	2.87
Finance Charges	12/31/99 - 01/27/00	130.93
Finance Charges	01/28/00 - 02/24/00	44.67
Finance Charges	02/25/00 - 03/30/00	5.12
Finance Charges	02/23/01 - 03/29/01	9.78
Finance Charges	04/27/01 - 05/31/01	41.90
Finance Charges	06/01/01 - 06/28/01	65.10
Finance Charges	06/29/01 - 07/26/01	65.10
Finance Charges	07/27/01 - 08/30/01	100.30
Finance Charges	08/31/01 - 09/27/01	79.61
Finance Charges	10/31/01	12.62
Finance Charges	11/30/01	75.11
Finance Charges	12/31/01	102.21
Finance Charges	01/31/02	157.90

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

FINANCE CHGS/INSURANCE PREM (Continued...)	DATE	AMOUNT	COMMENTS
Finance Charges	03/31/02	198.70	
Finance Charges	04/30/02	246.69	
Finance Charges	05/31/02	515.84	
Finance Charges	06/30/02	6.59	
Finance Charges	07/31/02	382.94	
Finance Charges	08/31/02	363.60	
Finance Charges	09/30/02	342.79	
Finance Charges	10/31/02	402.42	
Finance Charges	11/30/02	421.25	
Finance Charges	12/31/02	499.12	
Finance Charges	01/31/03	486.11	
Finance Charges	02/28/03	468.85	
Finance Charges	03/31/03	464.88	
Finance Charges	04/30/03	355.28	
Finance Charges	05/31/03	77.57	
Finance Charges	06/30/03	23.07	
Finance Charges	07/31/03	(1.59)	
Finance Charges	06/30/04	41.29	
Finance Charges	07/31/04	385.29	
Finance Charges	08/31/04	426.58	
Finance Charges	09/30/04	412.82	
Finance Charges	10/31/04	426.58	
Finance Charges	11/30/04	412.82	
Finance Charges	12/31/04	430.45	
Finance Charges	01/31/05	436.58	
Finance Charges	02/28/05	394.32	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

Finance Charges	03/31/05	436.58
Finance Charges	04/30/05	422.50
Finance Charges	05/31/05	436.58
Finance Charges	06/30/05	422.50
Finance Charges	07/31/05	253.52

TOTAL FINANCE CHGS/INSURANCE PREM

11,875.41

CHECKS RECEIVED/CM'S RECEIVED	DATE	AMOUNT	COMMENTS
1041	960315	495.40	
1091	960410	2,462.84	
1109	960424	2,908.03	
1146	960509	6,918.65	
1161	960528	2,908.03	
1196	960610	8,788.35	
Credit Memo 1693	960607	100.00	
1216	960624	4,131.28	
1231	960711	9,738.37	
1256	960722	1,202.00	
1261	960726	6,271.36	
1297	960812	7,924.47	
1311	960904	3,590.55	
Credit Memo 1993	960826	530.95	
1329	960910	3,020.60	
1362	960926	3,590.56	
1391	961014	5,982.19	



# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

CHECKS RECEIVED/CM'S RECEIVED	DATE	AMOUNT	COMMENTS
Adjustment	961010	22.94	
1404	961025	2,972.81	
1436	961111	3,841.67	
1446	961110	3,421.43	
Adjustment	961114	79.61	
Adjustment	961114	54.55	
1460	961125	4,861.38	
1492	961209	12,257.73	
Adjustment	961212	53.64	
1504	961230	3,310.48	
Adjustment	961226	50.10	
Adjustment	970103	54.16	
1534	970110	9,412.59	
1550	970127	3,561.08	
Adjustment	961226	50.50	
1584	970210	8,779.86	
1598	970224	2,116.63	
1626	970310	4,632.15	
1640	970310	2,384.05	
1680	970410	4,307.66	
1690	970428	1,072.45	
1724	970512	7,203.14	
1740	970527	1,116.52	
1779	970609	8,096.22	
1789	970625	2,777.68	
1819	970711	6,891.66	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

1830	970725	3,143.98
1868	970811	4,286.94
Adjustment	970815	58.97
1887	970826	4,787.11
Credit Memo 3281	970825	129.98
1913	970910	3,363.18
Adjustment	970828	50.10
1941	970924	3,888.59
1975	971010	5,575.56
1989	971027	4,332.51
2014	971110	5,434.70
2037	971124	4,279.72
2070	971212	2,322.17
Credit Memo 3681	971124	67.00
2086	971229	7,300.93
2118	980112	3,754.71
2139	980126	4,827.14
2175	980211	5,350.09
2185	980225	1,805.94
2217	980311	4,791.90
2231	980325	1,382.36
2264	980413	5,106.68
2276	980430	2,492.61
2309	980511	4,391.19
2327	980526	2,223.39
2330	980601	100.00
2363	980610	2,748.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

CHECKS RECEIVED/CM'S RECEIVED	DATE	AMOUNT	COMMENTS
Adjustment	980805	50.20	
Credit Memo 72898	980708	1,220.80	
Credit Memo 172898	980708	2,686.52	
Adjustment	980708	50.20	
Adjustment	980708	110.48	
2402	980713	4,888.65	
2458	980811	6,896.78	
2476	980826	2,376.00	
2487	980910	10,375.98	
Adjustment	980928	9.35	
2524	980928	3,864.97	
Adjustment	981005	9.35	
2538	981012	8,376.19	
2571	981026	1,488.97	
2589	981112	5,909.57	
Adjustment	981112	0.20	
2620	981125	5,237.34	
2652	981210	5,059.49	
Credit Memo 4810	981208	5.95	
2665	981228	3,876.00	
2680	990118	6,741.50	
Credit Memo 9928322	990120	4,131.00	
2702	990125	2,340.01	
Adjustment	990128	101.21	
Credit Memo 2221999	990128	4,029.79	
Credit Memo 9045721	990208	889.00	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

2724	990210	4,025.53
Adjustment	990308	13.42
Adjustment	990308	3.17
2747	990226	1,042.02
Adjustment	990307	14.89
2759	990310	7,370.53
2788	990325	1,273.34
2808	990412	4,446.97
Adjustment	990414	0.50
2833	990426	1,241.86
2853	990510	5,096.20
Adjustment	990513	8.68
2881	990524	2,196.36
Credit Memo 9670881	990525	75.00
Credit Memo 9807841	990603	35.00
2913	990611	3,779.53
Adjustment	990611	6.94
Credit Memo 11821	990702	50.00
2942	990709	4,077.70
2976	990726	2,917.64
3021	990811	5,996.98
Credit Memo 9807851	990817	389.00
3038	990825	3,534.84
Adjustment	990903	4.26
3053	990909	8,250.00
3062	990907	13.36
3087	990927	1,459.39

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

CHECKS RECEIVED/CM'S RECEIVED	DATE	AMOUNT	COMMENTS
3102	991011	10,214.01	
Adjustment	991011	2.02	
3135	991025	3,086.59	
3173	991112	6,331.04	
Adjustment	991116	14.78	
Adjustment	991123	52.59	
3186	991129	3,899.38	
3202	991210	6,612.91	
3226	991228	2,042.91	
Adjustment	991228	0.01	
3244	000112	6,463.13	
Credit Memo 5830	991229	248.00	
Adjustment	000126	2.87	
3273	000126	687.34	
3275	000131	570.67	
3308	000210	6,853.33	
3320	000228	3,968.66	
Credit Memo 1147291	000303	425.00	
3346	000313	5,515.48	
3356	000327	794.68	
Credit Memo 6044	000322	183.44	
3374	000410	7,500.00	
Credit Memo 6124	000413	304.00	
Credit Memo 1400732	000419	45.00	
3400	000426	1,977.04	
Adjustment	000427	0.50	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

	3420	000510	4,818.82
	3448	000525	3,415.66
	3471	000612	5,029.17
	3494	000626	2,986.00
	3508	000710	4,414.82
	3533	000724	4,787.64
	3560	000810	5,414.11
Credit Memo 6583		000814	75.00
	3578	000825	3,956.16
	3594	000911	7,431.33
	3616	000926	2,616.53
Credit Memo 1651072		001003	37.68
Credit Memo 2353752		001003	120.14
	3642	001011	8,816.57
	3660	001025	5,845.80
	3683	001110	6,276.48
	3690	001127	3,539.32
	3713	001211	5,745.77
	3734	001226	1,774.50
	3757	010112	3,031.49
	3771	010125	1,197.73
Credit Memo 3931		010201	397.00
	3798	010212	3,031.52
Credit Memo 7203		010214	136.00
Credit Memo 7205		010214	18.00
	3807	010226	1,197.73
Credit Memo 7206		010216	100.00

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

CHECKS RECEIVED/CM'S RECEIVED	DATE	AMOUNT	COMMENTS
3846	010312	3,692.95	
Adjustment	010409	0.78	
Adjustment	010409	6.68	
3873	010412	4,018.27	
3886	010425	487.00	
3916	010510	7,421.14	
3936	010525	5,910.03	
Adjustment	010610	1.00	
3955	010611	6,611.69	
4011	010709	5,635.21	
4013	010711	6,670.50	
4023	010726	7,448.73	
4045	010813	6,604.56	
4070	010827	5,524.38	
4104	010910	4,941.90	
4115	010926	6,609.95	
4128	011012	5,335.56	
4151	011025	5,214.56	
Credit Memo 4967871	011107	477.00	
4177	011109	9,081.21	
4190	011126	3,145.79	
Credit Memo 5012441	011206	15.00	
4220	011210	7,859.07	
4235	011227	3,145.79	
4261	020109	6,076.06	
4273	020124	2,338.05	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

Credit Memo 4795191	020201	439.00
4296	020211	4,823.96
4321	020225	3,732.89
4334	020311	3,657.37
4359	020325	3,479.83
4379	020411	7,076.28
4409	020429	3,107.34
4442	020510	8,832.40
Credit Memo 8775	020520	28.00
4451	020524	2,222.00
4481	020610	7,982.67
4494	020627	2,561.00
Credit Memo 8951	020711	160.00
4522	020712	11,325.55
4523	020711	11,324.55
4532	020725	5,317.00
4564	020809	12,865.90
4573	020823	2,756.00
Credit Memo 5565691	020830	1,276.00
Credit Memo G171381	020830	315.00
4581	020909	11,423.45
4616	020925	2,547.50
4626	021009	6,135.34
4656	021025	4,308.16
4691	021111	1,451.34
4700	021125	2,751.60
4732	021209	1,472.70



# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

CHECKS RECEIVED/CM'S RECEIVED	DATE	AMOUNT	COMMENTS
4738	021223	2,757.60	
4763	030109	2,753.20	
4770	030124	2,757.60	
4804	030210	1,872.70	
4813	030224	1,845.33	
4814	030224	2,757.60	
4825	030310	2,005.53	
4851	030314	7,733.00	
4853	030324	2,757.60	
Credit Memo DY83731	030325	43.13	
Credit Memo DY83731C	030325	11.87	
Credit Memo G424431	030402	99.00	
Credit Memo J051351	030402	110.00	
Credit Memo J051352	030402	99.00	
4881	030409	4,797.34	
Credit Memo DY83732	030411	457.00	
Credit Memo DY83733	030411	457.00	
4890	030428	3,668.46	
4918	030509	2,495.06	
Credit Memo 4795193	030515	428.00	
4926	030527	1,440.00	
4958	030609	2,495.00	
4999	030711	4,075.07	
5060	030904	1,580.00	
Credit Memo 5565693	031010	879.95	
Credit Memo 5565694	031010	879.95	

# SYKTICH TV & APPLIANCE

01/26/96 THROUGH 03/22/07

Write-Off of Finance Charges      070222      9,865.66

TOTAL CHECKS/CREDIT MEMOS/ADJUSTMENTS      842,764.07

TOTAL INVOICES      858,533.69

TOTAL FINANCE CHGS/INSURANCE PREM      11,875.41

TOTAL CHECKS/CREDIT MEMOS/ADJUSTMENTS      (842,764.07)

TOTAL DUE FROM DEALER      27,645.03



# Almo Invoice

Invoice #: 5378250

Invoice Date: 5/9/2002

Transaction Status: 1

Approval Number: 5052

Plan Number: FP60

Invoice Total: \$2431.00

Discount: \$ 0.00

Charges: \$80.00

Bill to:

SYKTICH TV AND  
APPLIANCE  
225 WEST LONG AVENUE

DUBOIS , PA 15801

Dealer #: 552658P

## Invoice Details

Model Number	Quantity	Unit of Measure	Unit Price	Discount	Extended Price
FED367AS	1	EA	\$660.00		\$660.00
NF21014285				\$0.00	
10467144AT				\$0.00	
GLDB756AS	1	EA	\$225.00		\$225.00
TH21755954				\$0.00	
10393913AR				\$0.00	
GLRS264ZAW	1	EA	\$860.00		\$860.00
LA15205059				\$0.00	
NA				\$0.00	
MT2501C199	4	EA	\$149.00		\$596.00
60784423				\$0.00	
60985245				\$0.00	

61280360				\$0.00	
61548445				\$0.00	
NA				\$0.00	
FRT FUEL SURCHARGE	1	EA	\$10.00		\$10.00
NA				\$0.00	
NA				\$0.00	

May.16. 2003 1:45PM Dorrance Supply

\*\*\*\*\*No.0224 P. 17

INVOICE

**DORRANCE SUPPLY COMPANY**  
1140 HUBBARD ROAD  
YOUNGSTOWN, OHIO 44505

Invoice No.: 77970  
Invoice Date: 05/15/02  
Page: 1

Sold  
To: SYKTICH TV  
225 West Long Avenue  
Dubois, PA 15801

Bill  
To: FRIGIDAIRE FINANCIAL CORP  
POST OFFICE BOX 855  
WORTHINGTON, OH 43085

Ship  
To: SYKTICH TV  
225 West Long Avenue  
Dubois, PA 15801

P.O. #	PAYMENT TERMS	APPROVAL#	PLAN #	DUE DATE
	60 DAY FLOOR PLAN	0115	5900	05/30/02

QTY	MODEL NO. DESCRIPTION	PRICE	PA1 BILL OF LADING NO.	PA2	NET EACH	FRT/EA	EXT AMT.
-----	--------------------------	-------	---------------------------	-----	-------------	--------	----------

2	CAWS823JQ CROSELY 27" WASHER SERIAL NUMBERS cm1805939 SERIAL NUMBER CM1805971 nk/tp approval #0115 \$4500 4/26/02sk	278.00 /	B/L 81597-Y		278.00		556.00
---	--	-------------	-------------	--	--------	--	--------

WTY#4600428-429  
WTY#4566313-316  
WTY#4561331-339

I CERTIFY THIS TO BE A  
TRUE AND EXACT COPY OF  
THE ORIGINAL INVOICE.

*Triss*  
*Controller*

\*\*\*\*THANK YOU FOR YOUR BUSINESS\*\*\*\*

SHIP VIA: WARD DELIVER PPD  
SALESPRN: Denny Miller

SUB TOTAL . . .	506.00
FREIGHT . . .	50.00
TAX . . .	
PAY THIS AMOUNT. . . . .	556.00

A FINANCE CHARGE OF 1.75% WILL BE ASSESSED ON ALL PAST DUE AMOUNTS.

Kubra

03

2:54: PAGE 002/2

Kubra

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43083  
800-333-1826

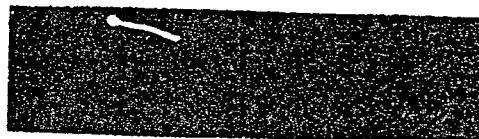
**Statement of Transaction: Scheduled Pay**

	1 of 1
	DX47570E
	01/29/2003
	06/25/2003
	8143752280

SYNTHIC TV & APPLIANCE  
225 WEST LONG AVENUE  
DO BOIS PA 15801

SP

**Please Remit To:**



(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

05/25/2003	45.00	GIBSON APPL
06/25/2003	45.00	GIBSON APPL

✓ 4451  
4494

90.00

FFC00422.DOT-25

FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	5381000
Date of Note:	04/29/2002
Charges Begin:	07/02/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	119.26	MISCELANEOUS	
07/10/2002	119.27	MISCELANEOUS	CA # 4523
b k			
FRIGIDAIRE FINANCIAL CORP			
Total			238.53



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4713040
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due In Full By:	06/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	241.50	MISCELANEOUS	
06/10/2002	241.51	MISCELANEOUS	OK # 4451

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****483.01**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4911760
Date of Note:	04/09/2002
Charges Begin:	06/08/2002
Due in Full By:	06/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,388.50	MISCELANEOUS	
06/10/2002	1,388.50	MISCELANEOUS	CH # 4481

**Total****2,777.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington, OH 43085  
800-388-1825

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	87988
Date of Note:	04/04/2003
Due in Full By:	07/10/2003
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
225 WEST LONG AVENUE  
DU BOIS PA 15801

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

05/10/2003	2,495.06	MISCELANEOUS
06/10/2003	2,495.06	MISCELANEOUS
07/10/2003	2,495.07	MISCELANEOUS

ch 4918  
ch 4958  
ch 4993

**TOTAL****7,485.19**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78725
Date of Note:	06/12/2002
Charges Begin:	09/10/2002
Due In Full By:	09/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,528.00	MISCELANEOUS ✓	2144 4-23.
08/10/2002	1,528.00	MISCELANEOUS ✓	
09/10/2002	1,528.00	MISCELANEOUS ✓	
65			
Total			4,584.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	071314
Date of Note:	11/01/2001
Charges Begin:	03/01/2002
Due In Full By:	03/10/2002

|||||  
SYKTICH TV & APPLIANCE SP / 8143752280  
27 W LONG AVE  
DU BOIS PA 15801-2101

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
12/10/2001	900.50	CROSLEY ✓	
01/10/2002	900.50	CROSLEY ✓	
02/10/2002	900.50	CROSLEY ✓	
03/10/2002	900.50	CROSLEY ✓	

FRIGIDAIRE FINANCIAL CORP.

OK

**Total**

**3,602.00**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Page:	1 of 1
Invoice Number:	73464
Date of Note:	01/01/2002
Charges Begin:	04/01/2002
Due in Full By:	04/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

**All units are payable to FFC upon the predetermined scheduled payment dates noted below**

Scheduled Date Due	Amount	Brand	Dealer Notes
02/10/2002	1,579.46	CROSLEY ✓	
03/10/2002	1,579.46	CROSLEY ✓	
04/10/2002	1,579.48	CROSLEY ✓	
		OK	
<b>Total</b>			<b>4,738.40</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	79520
Date of Note:	07/11/2002
Charges Begin:	10/09/2002
Due in Full By:	10/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: CORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	2,641.58	CROSLEY ✓	
09/10/2002	2,641.58	CROSLEY ✓	
10/10/2002	2,641.59	CROSLEY ✓	

**Total**

**7,924.75**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYKTICH TV & APPLIANCE SP  
546 WEST LONG AVENUE  
EV BOIS  
PA 16801

(814) 375-2280

Page:	1
Invoice Number:	81593
Date of Note:	09/19/2002
Charges Begin:	12/18/2002
Due in Full By:	12/25/2002
Account Number:	9143752280

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREP

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due		
10/25/2002	1,351.33	MISCELLANEOUS
12/25/2002	1,351.33	MISCELLANEOUS
12/25/2002	1,351.34	MISCELLANEOUS
TOTAL		4,054.00



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	81739
Date of Note:	09/23/2002
Charges Begin:	12/22/2002
Due in Full By:	12/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
10/25/2002	484.66	MISCELANEOUS	
11/25/2002	484.66	MISCELANEOUS	
12/25/2002	484.68	MISCELANEOUS	11/7/02

**Total****1,454.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	82500
Date of Note:	10/16/2002
Charges Begin:	03/15/2003
Due in Full By:	03/25/2003
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
11/25/2002	478.20	MISCELANEOUS	
12/25/2002	478.20	MISCELANEOUS	
01/25/2003	478.20	MISCELANEOUS	
02/25/2003	478.20	MISCELANEOUS	
03/25/2003	478.20	MISCELANEOUS	

**Total****2,391.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	82501
Date of Note:	10/16/2002
Charges Begin:	03/15/2003
Due in Full By:	03/25/2003
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
11/25/2002	2,279.40	MISCELANEOUS	
12/25/2002	2,279.40	MISCELANEOUS	
01/25/2003	2,279.40	MISCELANEOUS	
02/25/2003	2,279.40	MISCELANEOUS	
03/25/2003	2,279.40	MISCELANEOUS	
Total			11,397.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	83134
Date of Note:	10/31/2002
Charges Begin:	04/10/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
12/10/2002	592.20	MISCELANEOUS	
01/10/2003	592.20	MISCELANEOUS	
02/10/2003	592.20	MISCELANEOUS	
03/10/2003	592.20	MISCELANEOUS	
04/10/2003	592.20	MISCELANEOUS	

**Total****2,961.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4337540
Date of Note:	12/18/2001
Charges Begin:	02/16/2002
Due In Full By:	02/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
27 W LONG AVE  
DU BOIS PA 15801-2101

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
01/25/2002	185.17	MISCELANEOUS	
02/25/2002	185.18	MISCELANEOUS	
Total			370.35

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4356720
Date of Note:	03/08/2002
Charges Begin:	05/07/2002
Due In Full By:	05/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/10/2002	1,676.00	MISCELANEOUS	
05/10/2002	1,676.00	MISCELANEOUS	
o a			
FRIGIDAIRE FINANCIAL CORP			
Total			3,352.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4691730
Date of Note:	03/08/2002
Charges Begin:	05/07/2002
Due In Full By:	05/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/10/2002	1,254.50	MISCELANEOUS	
05/10/2002	1,254.50	MISCELANEOUS	

**Total****2,509.00**

FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4713730
Date of Note:	04/23/2002
Charges Begin:	08/17/2002
Due in Full By:	08/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LCNG AVE  
DU BOIS PA 15801-1710

Please Remit To:  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/25/2002	294.50	MISCELANEOUS	
08/25/2002	294.50	MISCELANEOUS	
FRIGIDAIRE FINANCIAL CORP			
rk			
Total			589.00



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4719610
Date of Note:	04/23/2002
Charges Begin:	08/18/2002
Due in Full By:	08/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

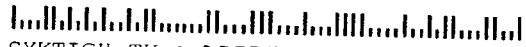
Scheduled Date Due	Amount	Brand	Dealer Notes
07/25/2002	2,461.50	KAYE ✓	
08/25/2002	2,461.50	KAYE ✓	
<p><i>over 2000</i> <i>294 E Campus View Blvd</i> <i>Columbus OH 43235</i></p> <p><i>2/02</i> <i>1,764.80</i> → <i>2700.95</i> <i>067172 77.80</i></p> <p><i>3/25</i> <i>3/25 070658 604.22</i> <i>3/25 74220 2067.33</i> <i>5/25 75922 449.00</i> <i>5/25 75923 591.00</i></p>			
<b>Total</b>			<b>4,923.00</b>

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4719880
Date of Note:	04/23/2002
Charges Begin:	08/02/2002
Due in Full By:	08/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	400.00	KAYE	
08/10/2002	400.00	KAYE	

01

FRIGIDAIRE FINANCIAL CORP

**Total****800.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4780620
Date of Note:	12/21/2001
Charges Begin:	02/19/2002
Due in Full By:	02/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
01/25/2002	67.88	MISCELANEOUS	
02/25/2002	67.88	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

**Total****135.76**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4794370
Date of Note:	01/08/2002
Charges Begin:	03/09/2002
Due in Full By:	03/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/10/2002	187.50	MISCELANEOUS	
03/10/2002	187.50	MISCELANEOUS	

ch

FRIGIDAIRE FINANCIAL CORP.

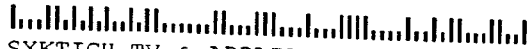
<b>Total</b>	<b>375.00</b>
--------------	---------------

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled**

Page:	1 of 1
Invoice Number:	4795190
Date of Note:	01/08/2002
Charges Begin:	03/09/2002
Due in Full By:	03/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/10/2002	2,156.50	MISCELANEOUS	
03/10/2002	2,156.50	MISCELANEOUS	

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****4,313.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYKTECH TV & APPLIANCE SP  
546 WEST LONG AVENUE  
DU BOIS  
PA 15501

(914) 375-2220

**Statement of Transaction: Pay as Sold**

Page:	1
Invoice Number:	4305950
Date of Note:	01/21/2002
Charges Begin:	03/22/2002
Due In Full By:	01/20/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

**All units are payable to FFC when sold**

Brand	Product	Model	Serial	Amount
MISCELANEOU	MISCELLANEOUS	FGB557CEB	NF11510197	439.00
MISCELANEOU	FREIGHT CHARGES	FRT FUEL SURCHARGE	NA	10.00
TOTAL				449.00 ✓

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4807390
Date of Note:	01/18/2002
Charges Begin:	03/19/2002
Due in Full By:	03/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/25/2002	224.50	MISCELANEOUS	
03/25/2002	224.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

**Total****449.00**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Page:	1 of 1
Invoice Number:	4901420
Date of Note:	02/04/2002
Charges Begin:	04/05/2002
Due in Full By:	04/10/2002
Account Number:	8143752280

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

**All units are payable to FFC upon the predetermined scheduled payment dates noted below**

OK

# FRIGIDAIRE FINANCIAL CORP.

284.60



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

P	1 of 1
Invoice Number:	4909840
Date of Note:	02/05/2002
Charges Begin:	04/06/2002
Due in Full By:	04/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
03/10/2002	1,104.50	MISCELANEOUS	
04/10/2002	1,104.50	MISCELANEOUS	
Total			
			2,209.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4911950
Date of Note:	04/23/2002
Charges Begin:	07/25/2002
Due in Full By:	07/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/25/2002	120.00	KAYE ✓	
07/25/2002	120.00	KAYE ✓	

**Total**

**240.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5260760
Date of Note:	02/13/2002
Charges Begin:	04/10/2002
Due In Full By:	04/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
03/10/2002	1,319.50	MISCELANEOUS	
04/10/2002	1,319.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

OK

**Total**

**2,639.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5388040
Date of Note:	04/29/2002
Charges Begin:	06/30/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	129.00	MISCELANEOUS	
07/10/2002	129.00	MISCELANEOUS	AK # 4523

OK

FRIGIDAIRE FINANCIAL CORP.

Total

258.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5411150
Date of Note:	06/28/2002
Charges Begin:	09/01/2002
Due In Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	3,428.50	MISCELANEOUS	
09/10/2002	3,428.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

CL

**Total**

**6,857.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	5411151
Date of Note:	08/05/2002
Charges Begin:	10/04/2002
Due in Full By:	10/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/10/2002	492.00	MISCELANEOUS	
10/10/2002	492.00	MISCELANEOUS	
Total			
			984.00

**FRIGIDAIRE FINANCIAL**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5565690
Date of Note:	08/21/2002
Charges Begin:	10/20/2002
Due In Full By:	10/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/25/2002	2,873.50	MISCELANEOUS	2873.50
10/25/2002	2,873.50	MISCELANEOUS	1276.00 Credit
			1597.50

FRIGIDAIRE FINANCIAL CORP

OL

(1276.00 Credit)

Total

5,747.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-385-1826

SWITCH TV & APPLIANCE  
546 WEST LONG AVENUE  
DC BCIS PA 15801

SP

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DV52433
Date of Note:	01/21/2003
Charges Begin:	03/22/2003
Due In Full By:	03/25/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Pay	Amount	Brand	Product Name
03/25/2003	358.00	MISCELANEOUS	✓
03/25/2003	358.00	MISCELANEOUS	✓

**TOTAL**

**716.00**



# Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	DV62432
Date of Note:	11/26/2002
Charges Begin:	01/31/2003
Due In Full By:	02/10/2003
Account Number:	8143752280

  
 APPLIANCE SP  
 LONG AVE  
 LOIS PA 15801-1710

(814) 375-2280

## Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
 Department 0754  
 Columbus  
 OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
01/10/2003	1,280.50	MISCELANEOUS	
02/10/2003	1,280.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

Total

2,561.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYNTECH TV & APPLIANCE SP  
546 WEST LONG AVENUE  
DU BOIS PA 15801

**Statement of Transaction: Pay as Sold**

Page	1
Account Number	DX0583C
Date of Sale	01/15/2003
Original Date	07/01/2003
Due Date	12/31/2003
Account Number	8143752280

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP.  
Department 814  
Columbus, OH  
43260-1414

(614) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST ONY

**All units are payable to FFC when sold**

FRIGIDAIRE	DISHWASHER	FDP633R59	
FRIGIDAIRE	RANGE	FEF315AC	297.95
FRIGIDAIRE	REFRIGERATOR	FRT15B3AQ	229.52
FRIGIDAIRE	DRYER	GER221AS	303.73
FRIGIDAIRE	DRYER	GER341AS	191.91
FRIGIDAIRE	MISCELLANEOUS	GOR341AS	211.20
FRIGIDAIRE	REFRIGERATOR	GRS23F5AC	244.95
FRIGIDAIRE	REFRIGERATOR	GRT17C4BQ	731.96
FRIGIDAIRE	REFRIGERATOR	GRT18C6AQ	323.07
FRIGIDAIRE	REFRIGERATOR	GRT1836AQ	333.68
FRIGIDAIRE	REFRIGERATOR	GRT21C6AQ	374.19
FRIGIDAIRE	MISCELLANEOUS	GTR1040AS	400.23
FRIGIDAIRE	WASHER	QW91749AS	423.35
FRIGIDAIRE	MISCELLANEOUS	TEF303AN	276.78
FRIGIDAIRE	MISCELLANEOUS	TEF303AN	191.91
			204.39

1 ✓ Ch# 4999

2 ✓ Ch# 4999

3

4

5

6

\$790.00 for 6 mos starting 7/10

1. mo 789.50

balance 789.50

Credit 5,001.18  
owe 3,159.50  
1,842.18 Credit

TOTAL	4,739.00
-------	----------

16

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
500-388-1826

SYKTIK TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BOIS PA 15801

SP

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	EX09910
Date of Note:	01/15/2003
Charges Begin:	04/10/2003
Due In Full By:	04/10/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/10/2003	1,413.33	FRIGIDAIRE	
03/10/2003	1,413.33	FRIGIDAIRE	
04/10/2003	1,413.34	FRIGIDAIRE	
TOTAL			4,240.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYKTICH TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BOIS PA 15901

SE

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX09940
Date of Note:	01/15/2003
Charges Begin:	03/10/2003
Due in Full By:	03/10/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Description
02/10/2003	432.00	MISCELLANEOUS
03/10/2003	432.00	MISCELLANEOUS

432.00 paid 2/10  
432.00 paid 3/12

**TOTAL**

864.00

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYNTECH TV & APPLIANCE  
545 WEST LONG AVENUE  
DU BOIS PA. 15801

51

(814) 375-2280

Page:	1
Invoice Number:	DX47571
Date of Note:	02/07/2003
Charges Begin:	04/08/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST CWN

**All units are payable to FFC upon the predetermined scheduled payment dates noted below**

Schedule Date Due	Amount	Remarks	Dealer Notes
03/10/2003	195.00	MISCELLANEOUS	
04/10/2003	195.00	MISCELLANEOUS	
TOTAL			390.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1923

SYKTIK TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BOIS PA 15801

SP

(614) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX47572
Date of Note:	02/07/2003
Charges Begin:	04/06/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Due Date	Amount	Product	Other Notes
03/15/2003	129.00	MISCELANEOUS	
04/10/2003	129.00	MISCELANEOUS	
TOTAL			258.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYKTECH TV & APPLIANCE SP  
546 WEST LONG AVENUE  
EU BOIS PA 15801

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX76300
Date of Note:	02/07/2003
Charges Begin:	04/08/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Payment Date	Amount	Brand	Dealer Notes
03/10/2003	494.50	MISCELLANEOUS	
04/10/2003	494.50	MISCELLANEOUS	
TOTAL			989.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay****Page:** 1 of 1**Invoice Number:** DY83730**Date of Note:** 03/21/2003**Due In Full By:** 05/25/2003**Account Number:** 8143

SYKTICH TV & APPLIANCE SP  
225 WEST LONG AVENUE  
DU BOIS PA 15801-2105

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below.  
Remittances for scheduled payments not received by the due date will accrue finance charges.

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2003	1,440.00	MISCELANEOUS	
05/25/2003	1,440.00	MISCELANEOUS	CA = 492.0

**FRIGIDAIRE FINANCIAL CORP.****TOTAL****2,880.00**



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	G163010
Date of Note:	08/05/2002
Charges Begin:	10/04/2002
Due in Full By:	10/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/10/2002	150.00	MISCELANEOUS	
10/10/2002	150.00	MISCELANEOUS	

OK

**Total**

**300.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	G163011
Date of Note:	08/05/2002
Charges Begin:	10/04/2002
Due In Full By:	10/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/10/2002	580.00	MISCELANEOUS ✓	
10/10/2002	580.00	MISCELANEOUS ✓	

FRIGIDAIRE FINANCIAL CORP.

**Total****1,160.00**

**FRIGIDAIRE FINANCIAL**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	G171380
Date of Note:	08/21/2002
Charges Begin:	10/20/2002
Due In Full By:	10/25/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/25/2002	950.00	FRIGIDAIRE	
10/25/2002	950.00	FRIGIDAIRE	

FRIGIDAIRE FINANCIAL CORP.

**Total**

**1,900.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	G424430
Date of Note:	11/01/2002
Charges Begin:	12/31/2002
Due in Full By:	01/10/2003
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
12/10/2002	501.00	MISCELANEOUS	
01/10/2003	501.00	MISCELANEOUS	
Total			1,002.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	G429840
Date of Note:	11/01/2002
Charges Begin:	12/31/2002
Due in Full By:	01/10/2003
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
12/10/2002	379.50	MISCELANEOUS ✓	
01/10/2003	379.50	MISCELANEOUS ✓	
Total			759.00

**FRIGIDAIRE FINANCIAL CORP.**

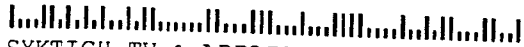
P.O. Box 855

Worthington OH 43085

800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	J051350
Date of Note:	05/24/2002
Charges Begin:	07/23/2002
Due in Full By:	07/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

6-25-02

2561

**Please Remit To:**FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/25/2002	2,441.00	FRIGIDAIRE ✓	
07/25/2002	2,441.00	FRIGIDAIRE ✓	
FRIGIDAIRE FINANCIAL CORP			
62			
Total			4,882.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065971
Date of Note:	06/28/2002
Charges Begin:	10/31/2002
Due in Full By:	11/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	187.50	MISCELANEOUS	
09/10/2002	187.50	MISCELANEOUS	
10/10/2002	187.50	MISCELANEOUS	
11/10/2002	187.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

**Total****750.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

State ☐ of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065972
Date of Note:	06/28/2002
Charges Begin:	10/31/2002
Due in Full By:	11/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	176.00	MISCELANEOUS	✓
09/10/2002	176.00	MISCELANEOUS	✓
10/10/2002	176.00	MISCELANEOUS	✓
11/10/2002	176.00	MISCELANEOUS	✓

FRIGIDAIRE FINANCIAL CORP.

OK

**Total****704.00**



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065973
Date of Note:	06/28/2002
Charges Begin:	10/31/2002
Due in Full By:	11/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	118.50	MISCELANEOUS	
09/10/2002	118.50	MISCELANEOUS	
10/10/2002	118.50	MISCELANEOUS	
11/10/2002	118.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP.

**Total****474.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	78729
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	98.95	MISCELANEOUS	ck 4520
08/10/2002	98.95	MISCELANEOUS	

**Total****197.90**

FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	78728
Date of Note:	06/12/2002
Charges Begin:	08/10/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: BORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	143.00	CROSLEY	
08/10/2002	143.00	CROSLEY	
Total			
			286.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: **Scheduled Pay**

Page:	1 of 1
Invoice Number:	74220
Date of Note:	01/23/2002
Charges Begin:	04/23/2002
Due In Full By:	04/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/25/2002	2,067.33	CROSLEY	
03/25/2002	2,067.33	CROSLEY	
04/25/2002	2,067.34	CROSLEY	# 4359

**Total****6,202.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	75922
Date of Note:	03/18/2002
Charges Begin:	05/17/2002
Due in Full By:	05/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	449.00	CROSLEY	CR # 4409
05/25/2002	449.00	CROSLEY	CR # 4451

FRIGIDAIRE FINANCIAL CORP

**Total****898.00**

FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	75923
Date of Note:	03/18/2002
Charges Begin:	07/16/2002
Due in Full By:	07/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/25/2002	591.00	CROSLEY	
05/25/2002	591.00	CROSLEY	
06/25/2002	591.00	CROSLEY	04451
07/25/2002	591.00	CROSLEY	4532

01

FRIGIDAIRE FINANCIAL CORP.

Total

2,364.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	76217
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,024.25	ZENITH	
06/10/2002	1,024.25	ZENITH	
07/10/2002	1,024.26	ZENITH	SA # 4481

OK

**FRIGIDAIRE FINANCIAL CORP.****Total****3,072.76**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: **Scheduled Pay**

Page:	1 of 1
Invoice Number:	76218
Date of Note:	04/01/2002
Charges Begin:	06/10/2002
Due In Full By:	06/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

(814) 375-2280

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	289.00	CROSLEY ✓	
06/10/2002	289.00	CROSLEY ✓	2nd to 4451

ok

FRIGIDAIRE FINANCIAL CORP

**Total****578.00**



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: **Scheduled Pay**

Page:	1 of 1
Invoice Number:	76219
Date of Note:	04/01/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	1,116.33	CROSLEY	
06/10/2002	1,116.33	CROSLEY	
07/10/2002	1,116.34	CROSLEY	4523

OK

FRIGIDAIRE FINANCIAL CORP

**Total****3,349.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

P. <input type="radio"/>	1 of 1
Invoice Number:	76517
Date of Note:	04/02/2002
Charges Begin:	06/10/2002
Due in Full By:	06/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	645.50	CROSLEY	
06/10/2002	645.50	CROSLEY	$\alpha \approx 4481$
Total			
			1,291.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	76816
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	545.66	MISCELANEOUS	
06/10/2002	545.66	MISCELANEOUS	
07/10/2002	545.68	MISCELANEOUS	R#4481

OK

FRIGIDAIRE FINANCIAL CORP

**Total****1,637.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

P.	1 of 1
Invoice Number:	76818
Date of Note:	04/11/2002
Charges Begin:	07/10/2002
Due In Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	245.66	PREMIER	OK # 4481
06/10/2002	245.66	PREMIER	
07/10/2002	245.68	PREMIER	

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****737.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	76819
Date of Note:	04/11/2002
Charges Begin:	08/09/2002
Due In Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	407.50	MISCELANEOUS	
06/10/2002	407.50	MISCELANEOUS	
07/10/2002	407.50	MISCELANEOUS	ch 4564
08/10/2002	407.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

**Total****1,630.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

	1 of 1
Invoice Number:	77326
Date of Note:	04/26/2002
Charges Begin:	07/05/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	1,830.50	MISCELANEOUS	
07/10/2002	1,830.50	MISCELANEOUS	OK 4481

OK

**Total****3,661.00**

FRIGIDAIRE FINANCIAL CORPORATION  
P O BOX 855  
WORTHINGTON OH 43085  
PHONE: (800) 388-1826

## STATEMENT OF TRANSACTION

INVOICE/PLAN  
DATE FINANCED

70658 5913  
10/16/01

DLR# 73133-15801

SYKTICH TV & APPLIANCE SP  
27 WEST LONG AVENUE  
DU BOIS PA 15801-2101

BRAND	UNIT	MODEL	SERIAL	AMOUNT
CROSLEY	MISC	DATE DUE	11/25/01	1,188.00
CROSLEY	MISC	DATE DUE	12/25/01	1,188.00
CROSLEY	MISC	DATE DUE	01/25/02	1,188.00
CROSLEY	MISC	DATE DUE	02/25/02	1,188.00
CROSLEY	MISC	DATE DUE	03/25/02	1,188.00

THE FINANCE PLAN CALLS FOR 5 EQUAL PAYMENTS WITH THE FIRST PAYMENT DUE BY 11/25/01. ALL PAYMENTS ARE DUE ON OR BEFORE THE DATES SHOWN. IF A PAYMENT IS LATE, DELINQUENT INTEREST WILL ACCRUE.

REMIT TO: FRIGIDAIRE FINANCIAL CORPORATION  
DEPT 0754  
COLUMBUS, OH 43271-0754

FRIGIDAIRE FINANCIAL - DORRANCE SUPPLY COMPAN C-PREF

**TOTAL**

**5,940.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1626

SYNTECH TV & APPLIANCE SP  
546 WEST LONG AVENUE  
DU BOIS  
PA 15501

(814) 375-2220

**Statement of Transaction: Pay as Sold**

Page:	1
Invoice Number:	4305950
Date of Note:	01/21/2002
Charges Begin:	03/22/2002
Due in Full By:	01/20/2003
Account Number:	8143752220

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMC DIST OWN

**All units are payable to FFC when sold**

Brand	Product	Model	Serial	Amount
MISCELLANEOUS	MISCELLANEOUS	FGB557CEB	NF11510197	439.00
MISCELLANEOUS	FREIGHT CHARGES	FRT FUEL SURCHARGE	NA	10.00
TOTAL				449.00 ✓



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-386-1926

SYNTHETIC TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BOIS PA 15801

SP

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DV52433
Date of Note:	01/21/2003
Charges Begin:	03/22/2003
Due In Full By:	03/25/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Schedule Date	Amount	Description	Dealer Notes
01/25/2003	358.00	MISCELLANEOUS	
03/25/2003	358.00	MISCELLANEOUS	
<i>Invoice # not on list</i>			
TOTAL			716.00

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Page:	1 of 1
Invoice Number:	83134
Date of Note:	10/31/2002
Charges Begin:	04/10/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

FC021112.TXT-80

**FRIGIDAIRE FINANCIAL CORP.**

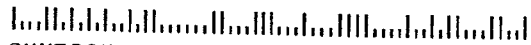
P.O. Box 855

Worthington OH 43085

800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	82501
Date of Note:	10/16/2002
Charges Begin:	03/15/2003
Due in Full By:	03/25/2003
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
11/25/2002	2,279.40	MISCELANEOUS	
12/25/2002	2,279.40	MISCELANEOUS	
01/25/2003	2,279.40	MISCELANEOUS	
02/25/2003	2,279.40	MISCELANEOUS	
03/25/2003	2,279.40	MISCELANEOUS	
Total			11,397.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	82500
Date of Note:	10/16/2002
Charges Begin:	03/15/2003
Due in Full By:	03/25/2003
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
11/25/2002	478.20	MISCELANEOUS	
12/25/2002	478.20	MISCELANEOUS	
01/25/2003	478.20	MISCELANEOUS	
02/25/2003	478.20	MISCELANEOUS	
03/25/2003	478.20	MISCELANEOUS	
		<b>Total</b>	<b>2,391.00</b>

# FRIGIDAIRE FINANCIAL CORP.

P.O. Box 855  
Worthington OH 43085  
800-388-1828

SYNCH TV & APPLIANCE SP  
546 WEST LONG AVENUE  
DU 5013 PA 15801

## Statement of Transaction: Pay as Sold

Page	1
Invoice Number	EX09830
Date of Sale	01/15/2003
Change Date	07/01/2003
Old Invoice No	13/31/2003
Account Number	8143752280

## Please Remit To:

FRIGIDAIRE FINANCIAL CORP.  
Department 0014  
Columbus  
OH 43211-1111

(614) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST ONN

All units are payable to FFC when sold

FRIGIDAIRE	DISHWASHER	FDP633RBS	297.95
FRIGIDAIRE	RANGE	FEF115AG	229.52
FRIGIDAIRE	REFRIGERATOR	FR1583AQ	303.73
FRIGIDAIRE	DRYER	GER22LAS	191.91
FRIGIDAIRE	DRYER	GER34LAS	211.20
FRIGIDAIRE	MISCELLANEOUS	GCR34LAS	244.95
FRIGIDAIRE	REFRIGERATOR	GRS2375AQ	731.96
FRIGIDAIRE	REFRIGERATOR	GR1704BQ	325.07
FRIGIDAIRE	REFRIGERATOR	GR1806AQ	333.68
FRIGIDAIRE	REFRIGERATOR	GR1836AQ	374.19
FRIGIDAIRE	REFRIGERATOR	GR2106AQ	600.22
FRIGIDAIRE	MISCELLANEOUS	3CR1040AB	423.35
FRIGIDAIRE	WASHER	GWS1749AS	276.78
FRIGIDAIRE	MISCELLANEOUS	TFF303AN	191.91
FRIGIDAIRE	MISCELLANEOUS	TFF303AN	204.19

1 ✓ CH# 4999  
2 ✓ CH# 4999  
3  
4  
5  
6

\$790.00 for 6 mos starting 7/10  
1. mo 759.50  
6 mos payment - 467

Credit \$ 5,001.18  
owe 3 159.00  
\$1,842.18 Credit

TOTAL	4,739.00
-------	----------

16

800-388-1826

Pa 1 of 1

Account Number: 8143

DU BOIS PA 15801-2105

OH 43271-0754

## Dealer Notes

05/25/2003

1,440.00

1,440.00

MISCELLANEOUS

MISCELLANEOUS

CA = 7720

# FRIGIDAIRE FINANCIAL CORP.

**TOTAL**

2,880.00

P.O. Box 855  
Worthington OH 43085  
500-388-1326

SYKTIK TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BOIS PA 15801

SP

Page:	1
Invoice Number:	DX09910
Date of Note:	01/15/2003
Changes Begin:	04/10/2003
Due In Full By:	04/10/2003
Account Number:	8143752280

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/10/2003	1,413.33	FRIGIDAIRE	
03/10/2003	1,413.33	FRIGIDAIRE	
04/10/2003	1,413.34	FRIGIDAIRE	
		<b>TOTAL</b>	4,240.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYNTECH TV & APPLIANCE  
545 WEST LONG AVENUE  
DU BOIS PA 15901

SF

(814) 375-2290

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX09940
Date of Note:	01/15/2003
Charges Begin:	03/10/2003
Due in Full By:	03/10/2003
Account Number:	6143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Product
02/10/2003	432.00	MISCELLANEOUS
03/10/2003	432.00	MISCELLANEOUS

432.00 Paid 2/10  
432.00 Paid 3/12

**TOTAL**

**864.00**



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYNTECH TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BOIS PA 15801

SF

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX47570
Date of Note:	01/29/2003
Charges Begin:	04/06/2003
Due in Full By:	04/10/2003
Account Number:	9143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMC DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date	Amount	Description
03/10/2003	1,973.50	MISCELLANEOUS
04/10/2003	1,973.50	MISCELLANEOUS

**TOTAL**

**3,947.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYKTECH TV & APPLIANCE      SP  
846 WEST LONG AVENUE  
DU SCIS PA 15801

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX47571
Date of Note:	02/07/2003
Charges Begin:	04/08/2003
Due in Full By:	04/10/2003
Account Number:	8143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST CWN

**All units are payable to FFC upon the predetermined scheduled payment dates noted below**

Scheduled Date Due	Amount	Brand	Dealer Notes
03/10/2003	195.00	MISCELLANEOUS	
04/10/2003	195.00	MISCELLANEOUS	
TOTAL			390.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
600-388-1923

SYKTIK TV & APPLIANCE  
546 WEST LONG AVENUE  
DU BOIS PA 15801

SP

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX47572
Date of Note:	02/07/2003
Charges Begin:	04/06/2003
Due in Full By:	04/10/2003
Account Number:	8143752282

**Please Remit To:**

Frigidaire Financial Corp.  
Department: 0754  
Columbus  
OH 43271-0754

(614) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

**All units are payable to FFC upon the predetermined scheduled payment dates noted below**

Scheduled Date Due	Amount	Product	Order Notes
03/10/2003	129.00	MISCELLANEOUS	
04/10/2003	129.00	MISCELLANEOUS	
TOTAL			258.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 355  
Worthington OH 43085  
800-388-1826

SYKTECH TV & APPLIANCE  
546 WEST LONG AVENUE  
EU BOIS PA 15801

SP

(814) 375-2280

**Statement of Transaction: Scheduled Pay**

Page:	1
Invoice Number:	DX76300
Date of Note:	02/07/2003
Charges Begin:	04/08/2003
Due in Full By:	04/10/2003
Account Number:	9143752280

**Please Remit To:**

Frigidaire Financial Corp.  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Payment Date	Amount	Product	Dealer Notes
03/10/2003	494.50	MISCELLANEOUS	
04/10/2003	494.50	MISCELLANEOUS	

**TOTAL**

**989.00**

# Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	DV62432
Date of Note:	11/26/2002
Charges Begin:	01/31/2003
Due In Full By:	02/10/2003
Account Number:	8143752280

  
 APPLIANCE SP  
 LONG AVE  
 LOIS PA 15801-1710

(814) 375-2280

## Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
 Department 0754  
 Columbus  
 OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
01/10/2003	1,280.50	MISCELANEOUS	
02/10/2003	1,280.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

<b>Total</b>	<b>2,561.00</b>
--------------	-----------------

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	G424430
Date of Note:	11/01/2002
Charges Begin:	12/31/2002
Due in Full By:	01/10/2003
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
12/10/2002	501.00	MISCELANEOUS	
01/10/2003	501.00	MISCELANEOUS	
Total			1,002.00

Statement of Transaction: Scheduled Pay

Page	1 of 1
Invoice Number:	G429840
Date of Note:	11/01/2002
Charges Begin:	12/31/2002
Due in Full By:	01/10/2003
Account Number:	8143752280

**Please Remit To:**  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

FC021104.TXT-68

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled

Page:	1 of 1
Invoice Number:	4795190
Date of Note:	01/08/2002
Charges Begin:	03/09/2002
Due in Full By:	03/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

(814) 375-2280

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/10/2002	2,156.50	MISCELANEOUS	
03/10/2002	2,156.50	MISCELANEOUS	

OK

**FRIGIDAIRE FINANCIAL CORP.****Total****4,313.00**



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	73464
Date of Note:	01/01/2002
Charges Begin:	04/01/2002
Due in Full By:	04/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO. C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/10/2002	1,579.46	CROSLEY ✓	
03/10/2002	1,579.46	CROSLEY ✓	
04/10/2002	1,579.48	CROSLEY ✓	

**Total**

**4,738.40**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

P. 1 of 1	
Invoice Number:	4807390
Date of Note:	01/18/2002
Charges Begin:	03/19/2002
Due in Full By:	03/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/25/2002	224.50	MISCELANEOUS	
03/25/2002	224.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

**Total****449.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

	1 of 1
Invoice Number:	071314
Date of Note:	11/01/2001
Charges Begin:	03/01/2002
Due In Full By:	03/10/2002

SYKTICH TV & APPLIANCE SP / 8143752280  
27 W LONG AVE  
DU BOIS PA 15801-2101

Please Remit To:  
FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
12/10/2001	900.50	CROSLEY	
01/10/2002	900.50	CROSLEY	
02/10/2002	900.50	CROSLEY	
03/10/2002	900.50	CROSLEY	

FRIGIDAIRE FINANCIAL CORP.

OK

Total	3,602.00
-------	----------

FRIGIDAIRE FINANCIAL CORPORATION  
P O BOX 855  
WORTHINGTON OH 43085  
PHONE: (800) 388-1826

## STATEMENT OF TRANSACTION

INVOICE/PLAN  
DATE FINANCED

70658 5913  
10/16/01

DLR# 73133-15801

SYKTICH TV & APPLIANCE SP  
27 WEST LONG AVENUE  
DU BOIS PA 15801-2101

BRAND	UNIT	MODEL	SERIAL	AMOUNT
CROSLEY	MISC	DATE DUE	11/25/01	1,188.00
CROSLEY	MISC	DATE DUE	12/25/01	1,188.00
CROSLEY	MISC	DATE DUE	01/25/02	1,188.00
CROSLEY	MISC	DATE DUE	02/25/02	1,188.00
CROSLEY	MISC	DATE DUE	03/25/02	1,188.00

THE FINANCE PLAN CALLS FOR 5 EQUAL PAYMENTS WITH THE FIRST PAYMENT DUE BY 11/25/01. ALL PAYMENTS ARE DUE ON OR BEFORE THE DATES SHOWN. IF A PAYMENT IS LATE, DELINQUENT INTEREST WILL ACCRUE.

REMIT TO: FRIGIDAIRE FINANCIAL CORPORATION  
DEPT 0754  
COLUMBUS, OH 43271-0754

FRIGIDAIRE FINANCIAL - DORRANCE SUPPLY COMPAN C-PREF

**TOTAL**

**5,940.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	4794370
Date of Note:	01/08/2002
Charges Begin:	03/09/2002
Due in Full By:	03/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
02/10/2002	187.50	MISCELANEOUS	
03/10/2002	187.50	MISCELANEOUS	

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****375.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	4780620
Date of Note:	12/21/2001
Charges Begin:	02/19/2002
Due in Full By:	02/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
01/25/2002	67.88	MISCELANEOUS	
02/25/2002	67.88	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP.

**Total****135.76**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4337540
Date of Note:	12/18/2001
Charges Begin:	02/16/2002
Due In Full By:	02/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
27 W LONG AVE  
DU BOIS PA 15801-2101

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
01/25/2002	185.17	MISCELANEOUS	
02/25/2002	185.18	MISCELANEOUS	

**Total****370.35**

FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065972
Date of Note:	06/28/2002
Charges Begin:	10/31/2002
Due In Full By:	11/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DO BOIS PA 15801-1710

Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	176.00	MISCELANEOUS	✓
09/10/2002	176.00	MISCELANEOUS	✓
10/10/2002	176.00	MISCELANEOUS	✓
11/10/2002	176.00	MISCELANEOUS	✓

FRIGIDAIRE FINANCIAL CORP.

OK

Total

704.00



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	81739
Date of Note:	09/23/2002
Charges Begin:	12/22/2002
Due in Full By:	12/25/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DCRRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
10/25/2002	484.66	MISCELANEOUS	
11/25/2002	484.66	MISCELANEOUS	
12/25/2002	484.68	MISCELANEOUS	12/11/02

**Total****1,454.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

SYNTECH TV & APPLIANCE SP  
546 WEST LONG AVENUE  
DU BOIS  
PA 15901

(814) 375-2280

Page:	1
Invoice Number:	81593
Date of Note:	09/19/2002
Charges Begin:	12/19/2002
Due in Full By:	12/25/2002
Account Number:	9143752280

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Payments		
10/25/2002	1,351.33	MISCELLANEOUS
11/25/2002	1,351.33	MISCELLANEOUS
12/25/2002	1,351.34	MISCELLANEOUS
TOTAL		4,054.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay** ✓

Page	1 of 1
Invoice Number:	4909840
Date of Note:	02/05/2002
Charges Begin:	04/06/2002
Due in Full By:	04/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
03/10/2002	1,104.50	MISCELANEOUS	
04/10/2002	1,104.50	MISCELANEOUS	
Total			
			2,209.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5260760
Date of Note:	02/13/2002
Charges Begin:	04/10/2002
Due In Full By:	04/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
03/10/2002	1,319.50	MISCELANEOUS	
04/10/2002	1,319.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

OK

<b>Total</b>	<b>2,639.00</b>
--------------	-----------------

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	4901420
Date of Note:	02/04/2002
Charges Begin:	04/05/2002
Due In Full By:	04/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
03/10/2002	142.30	MISCELANEOUS	
04/10/2002	142.30	MISCELANEOUS	

OK

FRIGIDAIRE FINANCIAL CORP.

**Total****284.60**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4356720
Date of Note:	03/08/2002
Charges Begin:	05/07/2002
Due in Full By:	05/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/10/2002	1,676.00	MISCELANEOUS	
05/10/2002	1,676.00	MISCELANEOUS	

o a

FRIGIDAIRE FINANCIAL CORP

**Total****3,352.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4691730
Date of Note:	03/08/2002
Charges Begin:	05/07/2002
Due In Full By:	05/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
04/10/2002	1,254.50	MISCELANEOUS	
05/10/2002	1,254.50	MISCELANEOUS	

?

et

**Total****2,509.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065971
Date of Note:	06/28/2002
Charges Begin:	10/31/2002
Due In Full By:	11/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	187.50	MISCELANEOUS	
09/10/2002	187.50	MISCELANEOUS	
10/10/2002	187.50	MISCELANEOUS	
11/10/2002	187.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

Total

750.00



FRIGIDAIRE FINANCIAL CORP.  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065973
Date of Note:	06/28/2002
Charges Begin:	10/31/2002
Due in Full By:	11/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	118.50	MISCELANEOUS	
09/10/2002	118.50	MISCELANEOUS	
10/10/2002	118.50	MISCELANEOUS	
11/10/2002	118.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP.

Total	474.00
-------	--------

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4713730
Date of Note:	04/23/2002
Charges Begin:	08/17/2002
Due in Full By:	08/25/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/25/2002	294.50	MISCELANEOUS	
08/25/2002	294.50	MISCELANEOUS	
FRIGIDAIRE FINANCIAL CORP			
xk			
Total			589.00

# FRIGIDAIRE FINANCIAL CORP.

P.O. Box 855  
Worthington OH 43085  
800-388-1826

## Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4719610
Date of Note:	04/23/2002
Charges Begin:	08/18/2002
Due In Full By:	08/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

### Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/25/2002	2,461.50	KAYE	
08/25/2002	2,461.50	KAYE	
<p>294 E Cooper View Blvd Columbus OH 43235</p> <p>2/02</p> <p>3/25</p> <p>1,764.80</p> <p>2700.95</p> <p>067172 77.80</p> <p>3/25 070658 604.22</p> <p>3/25 74220 2067.33</p> <p>5/25 75922 449.00</p> <p>5/25 75923 591.00</p>			
Total			4,923.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4719880
Date of Note:	04/23/2002
Charges Begin:	08/02/2002
Due in Full By:	08/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	400.00	KAYE	
08/10/2002	400.00	KAYE	
01			
FRIGIDAIRE FINANCIAL CORP			
Total			800.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J051350
Date of Note:	05/24/2002
Charges Begin:	07/23/2002
Due in Full By:	07/25/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

6-25-02

2561

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/25/2002	2,441.00	FRIGIDAIRE ✓	
07/25/2002	2,441.00	FRIGIDAIRE ✓	

FRIGIDAIRE FINANCIAL CORP

OK

**Total****4,882.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

State of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	4911950
Date of Note:	04/23/2002
Charges Begin:	07/25/2002
Due in Full By:	07/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/25/2002	120.00	KAYE ✓	
07/25/2002	120.00	KAYE ✓	

**Total****240.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	G163010
Date of Note:	08/05/2002
Charges Begin:	10/04/2002
Due in Full By:	10/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/10/2002	150.00	MISCELANEOUS	
10/10/2002	150.00	MISCELANEOUS	
0 L			
FRIGIDAIRE FINANCIAL CORP			
Total			300.00

FRIGIDAIRE FINANCIAL  
P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	5565690
Date of Note:	08/21/2002
Charges Begin:	10/20/2002
Due In Full By:	10/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

Please Remit To:

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/25/2002	2,873.50	MISCELANEOUS	
10/25/2002	2,873.50	MISCELANEOUS	
			<i>2873.50</i>
			<i>1276.00 Credit</i>
			<i>1597.50</i>

FRIGIDAIRE FINANCIAL CORP

OL

(*0 1276.00 Credit*)

Total	5,747.00
-------	----------



**FRIGIDAIRE FINANCIAL**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	G171380
Date of Note:	08/21/2002
Charges Begin:	10/20/2002
Due In Full By:	10/25/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/25/2002	950.00	FRIGIDAIRE	
10/25/2002	950.00	FRIGIDAIRE	

# FRIGIDAIRE FINANCIAL CORP.

**Total****1,900.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Page	1 of 1
Invoice Number:	G163011
Date of Note:	08/05/2002
Charges Begin:	10/04/2002
Due In Full By:	10/10/2002
Account Number:	8143752280

|||||  
SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/10/2002	580.00	MISCELANEOUS	
10/10/2002	580.00	MISCELANEOUS	

02

FRIGIDAIRE FINANCIAL CORP.

Total	1,160.00
-------	----------

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	5411150
Date of Note:	06/28/2002
Charges Begin:	09/01/2002
Due In Full By:	09/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	3,428.50	MISCELANEOUS	
09/10/2002	3,428.50	MISCELANEOUS	

FRIGIDAIRE FINANCIAL CORP

cl

**Total****6,857.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page	1 of 1
Invoice Number:	79520
Date of Note:	07/11/2002
Charges Begin:	10/09/2002
Due in Full By:	10/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
08/10/2002	2,641.58	CROSLEY	
09/10/2002	2,641.58	CROSLEY	
10/10/2002	2,641.59	CROSLEY	
Total			
			7,924.75

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065970
Date of Note:	06/04/2002
Charges Begin:	10/02/2002
Due in Full By:	10/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	1,779.75	FRIGIDAIRE	
08/10/2002	1,779.75	FRIGIDAIRE	
09/10/2002	1,779.75	FRIGIDAIRE	
10/10/2002	1,779.75	FRIGIDAIRE	08 4/22

D

FRIGIDAIRE FINANCIAL CORP

**Total****7,119.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855

Worthington OH 43085

800-388-1826

**Statement of Transaction: Scheduled Pay**

Page:	1 of 1
Invoice Number:	5411151
Date of Note:	08/05/2002
Charges Begin:	10/04/2002
Due in Full By:	10/10/2002
Account Number:	8143752280



SYKTICH TV &amp; APPLIANCE SP

546 W LONG AVE

DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP

Department 0754

Columbus

OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
09/10/2002	492.00	MISCELANEOUS	
10/10/2002	492.00	MISCELANEOUS	
FRIGIDAIRE FINANCIAL CORP			
Total			984.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	5388040
Date of Note:	04/29/2002
Charges Begin:	06/30/2002
Due in Full By:	07/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
06/10/2002	129.00	MISCELANEOUS	
07/10/2002	129.00	MISCELANEOUS	OK
Total			258.00

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	5375160
Date of Note:	04/23/2002
Charges Begin:	08/09/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	997.00	KAYE ✓	Ch# 4564
08/10/2002	997.00	KAYE ✓	
OL			
FRIGIDAIRE FINANCIAL CORP			
Total			1,994.00



**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

Statement of Transaction: Scheduled Pay

Page:	1 of 1
Invoice Number:	J065980
Date of Note:	06/04/2002
Charges Begin:	08/03/2002
Due in Full By:	08/10/2002
Account Number:	8143752280

SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: ALMO DIST OWN

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
07/10/2002	178.50	KAYE ✓	
08/10/2002	178.50	KAYE ✓	SAF 4524

OK

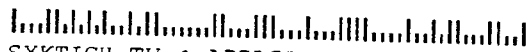
**Total****357.00**

**FRIGIDAIRE FINANCIAL CORP.**

P.O. Box 855  
Worthington OH 43085  
800-388-1826

**Statement of Transaction: Scheduled Pay**

Pg.	1 of 1
Invoice Number:	76517
Date of Note:	04/02/2002
Charges Begin:	06/10/2002
Due in Full By:	06/10/2002
Account Number:	8143752280



SYKTICH TV & APPLIANCE SP  
546 W LONG AVE  
DU BOIS PA 15801-1710

**Please Remit To:**

FRIGIDAIRE FINANCIAL CORP  
Department 0754  
Columbus  
OH 43271-0754

(814) 375-2280

FFC has purchased the following product on your behalf and sent payment to: DORRANCE SUPPLY CO C-PREF

All units are payable to FFC upon the predetermined scheduled payment dates noted below

Scheduled Date Due	Amount	Brand	Dealer Notes
05/10/2002	645.50	CROSLEY	
06/10/2002	645.50	CROSLEY	$\alpha = 4481$
ok			
FRIGIDAIRE FINANCIAL CORP			
Total			1,291.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

No. 04 - 1846 C.D.

vs.

PAUL SYKTICH, Individually and Trading As  
SYKTICH TV & APPLIANCE,  
Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that on this 22<sup>nd</sup> day of July, 2008, a true and correct copy of  
Defendant's Motion for Summary Judgment was served upon ROBERT D. KODAK, ESQ.,  
counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage  
Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania,  
addressed as follows:

ROBERT D. KODAK, ESQ.  
Kodak & Imblum, P.C.  
Attorneys at Law  
Cameron Mansion  
407 North Front Street  
Post Office Box 11848  
Harrisburg, PA 17108-1848

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Defendant

Dated: July 22, 2008

FILED <sup>NO CC</sup>  
m/11:18 AM  
AUG 20 2008  
CD

William A. Shaw  
Prothonotary/Clerk of Courts

Robert D. Kodak, Esquire  
Supreme Court I.D. 18041  
KODAK & IMBLUM, P.C.  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
(717) 238-7152 Fax: 717-238-7158  
email: *Robert.Kodak@verizon.net*

Attorney for Plaintiff

ELECTROLUX FINANCIAL CORPORATION,; IN THE COURT OF COMMON PLEAS  
Formerly Known As FRIGIDAIRE FINANCIAL; CLEARFIELD COUNTY, PENNSYLVANIA  
CORPORATION :

Plaintiff :

v. :

: NO. 2004-01846 C.D.

PAUL SYKTICH. Individually and Trading As : CIVIL ACTION-LAW  
SYKTICH TV & APPLIANCE :

Defendants :

**PLAINTIFF'S ANSWER TO DEFENDANT'S**  
**MOTION FOR SUMMARY JUDGMENT**

AND NOW, this 18<sup>th</sup> day of August, 2008, comes Plaintiff,

ELECTROLUX FINANCIAL CORPORATION, Formerly Known As FRIGIDAIRE  
FINANCIAL CORPORATION, by and through its attorneys, ROBERT D. KODAK,  
ESQUIRE, KODAL & IMBLUM, P.C. and files the following Answer to Defendant's  
Motion for Summary Judgment, as follows:

1. It is admitted that Plaintiff instituted the present lawsuit by a Complaint  
filed on or about November 22, 2004, that Defendant filed Preliminary Objections to the

Complaint and that Plaintiff filed an Amended Complaint on or about October 3, 2005. It is admitted that Exhibit "A" is a true and correct copy of Plaintiff's Amended Complaint. The Amended Complaint is a writing that speaks for itself and any characterization thereof is denied.

2. Denied as stated. It is admitted that attached to Plaintiff's Amended Complaint are copies of invoices, representing merchandise delivered to Defendant from various suppliers and financed through Plaintiff, for which Defendant has not made payment to Plaintiff.

3. Admitted in part and denied in part. It is admitted that Defendant filed an Answer to Plaintiff's Amended Complaint with New Matter. Plaintiff denies Defendant's assertion in his Answer that Defendant was not in arrears or that Defendant did not owe any money for merchandise represented by the invoices attached to Plaintiff's Amended Complaint. It is admitted that Defendant asserted the affirmative defense that payment had been made on all of the attached invoices. Defendant's assertion of the affirmative defense of payment made is a conclusion of law, to which no response is required. By way of further answer, it is denied that Defendant made payment on the invoices attached as Exhibit "A" to Plaintiff's Amended Complaint. It is admitted that Defendant attached copies of various checks payable to Plaintiff from Defendant to his Answer with New Matter. It is denied that these checks provide proof that payment of the invoices at issue was made by Defendant. It is admitted that Exhibit "B" attached to Defendant's Motion is a true and correct copy of Defendant's Answer with New Matter. However, it is denied that the copies of the checks attached thereto show payment of the invoices at issue in this case.

4. Admitted in part and denied in part. It is admitted that Defendant raised the affirmative defense of the statute of limitations in his New Matter. Defendant's assertion of the affirmative defense of the statute of limitations is a conclusion of law, to which no response is required. By way of further answer, it is denied that the statute of limitations defense is a viable defense available to Defendant in this matter.

5. Admitted in part and denied in part. It is admitted that Plaintiff's Complaint was filed within the statute of limitations to sue on a claim for payment for merchandise delivered at any time after November 23, 2000. Defendant's belief that Plaintiff is trying to collect monies for merchandise delivered before that date and interest thereon is not relevant. Furthermore, Plaintiff denies that it is asserting a cause of action that accrued prior to November 23, 2000. Instead, Plaintiff seeks to recover monies due and owing to it as set forth in Exhibit "F" of its Amended Complaint.

6. Admitted in part and denied in part. It is admitted that Exhibit "C" attached to Defendant's Motion is a true and correct copy of the Amended Complaint filed to No. 2003-1031 C.D. by the same Plaintiff against the same Defendant as in the matter at issue. The Amended Complaint is a writing that speaks for itself and any characterization thereof is denied. By way of further answer, the Amended Complaint in No. 2003-1031 C.D. was an Action in Replevin, brought as a result of Defendant's default on payments to Plaintiff, seeking the return of collateral securing Defendant's obligation to Plaintiff thought to be in Defendant's inventory. The Replevin action was rendered moot when it was discovered that Defendant had illegally disposed of the collateral without paying Plaintiff for the same. Plaintiff denies that sums due and owing

to Plaintiff, which it sought to remedy through the Replevin action had anything to do with merchandise supplied to Defendant as far back as 1996.

7. Admitted in part and denied in part. It is admitted that Defendant raised the affirmative defense of the statute of limitations in New Matter filed in No. 2003-1031 C.D. It is denied that the defense would have been valid in the prior suit or that it is valid in the matter at issue.

8. Admitted in part and denied in part. It is admitted that the action filed to No. 2003-1031 C.D. was voluntarily withdrawn and dismissed. Any implication that the case was withdrawn because it was barred by the statute of limitations is denied. Instead, the action filed to No. 2003-1031 C.D. was withdrawn because it was a Replevin action that was rendered moot when it was discovered that Defendant had illegally disposed of the collateral securing Defendant's obligation to Plaintiff without paying Plaintiff for the merchandise pledged as collateral. The Amended Complaint and the attachments thereto filed in the instant action are writings that speak for themselves and any characterization thereof is denied. It is denied that the action filed to No. 2003-1031 C.D. was based upon claims dating back to 1996.

9. It is admitted that Exhibit "D" is a true and correct copy of Plaintiff's Reply to Defendant's New Matter. The document is a writing that speaks for itself and any characterization thereof is denied.

10. Admitted.

11. Admitted in part and denied in part. It is admitted that Exhibit "E" is a true and correct copy of Plaintiff's responses to Defendant's First Request for Production

of Documents. Exhibit "E" consists of written documents that speak for themselves and any characterization thereof is denied.

12. Denied as a conclusion of law, to which no response is required. Furthermore, any inference that this action is barred by the statute of limitations is denied.

13. Admitted in part and denied in part. It is admitted that a date appears on each invoice. The averment regarding the accrual of a cause of action is denied as a conclusion of law, to which no response is required. Any inference that this action is barred by the statute of limitations is denied. By way of further answer, long before the time this action was filed, payments received by Plaintiff from Defendant were applied to any balance due that had accrued more than four years prior to the filing of this action.

14. Denied. Long before the time this action was filed, payments received by Plaintiff from Defendant were applied to any balance due that had accrued more than four years prior to the filing of this action. Plaintiff is seeking the balance due and owing on Defendant's account at the time this action was filed, plus interest thereon.

15. Admitted in part and denied in part. It is admitted that the invoices for merchandise delivered after November 24, 2000, produced by Plaintiff in discovery are the same invoices attached to Plaintiff's Amended Complaint that Defendant claimed had been paid. It is denied that Defendant, in fact, paid those invoices.

16. Admitted in part and denied in part. It is admitted that the copies of the checks attached to Defendant's Answer represent payments received by Plaintiff. It is denied that the receipt of such payments by Plaintiff in any way proves that Defendant does not owe the amount claimed by Plaintiff.



17. Admitted in part and denied in part. It is admitted that the copies of the checks attached to Defendant's Answer represent payments received by Plaintiff. It is denied that the receipt of such payments by Plaintiff in any way proves that Defendant does not owe the amount claimed by Plaintiff.

18. Denied as a conclusion of law to which no response is required. By way of further answer, Plaintiff asserts that despite the payments made to Plaintiff by Defendant, there is an issue of material fact as to the remaining unpaid balance owed to Plaintiff by Defendant.

WHEREFORE, Plaintiff, ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL CORPORATION, respectfully requests  
that Defendant's Motion for Summary Judgment be denied.

Respectfully submitted,

**KODAK & IMBLUM, P.C.**



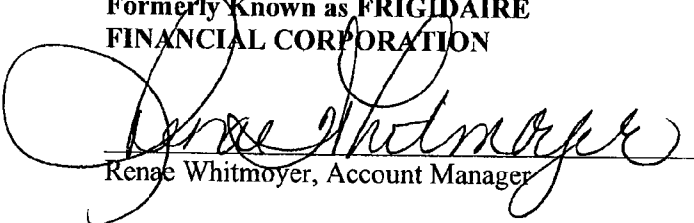
---

Robert D. Kodak, Esquire  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
(717) 238-7152 Fax: 717-238-7158  
Attorney I.D. No. 18041  
Attorney for Plaintiff

**VERIFICATION**

I, RENAE WHITMOYER, Account Manager, of Textron Financial Corporation,  
Successor by Merger to ELECTROLUX FINANCIAL CORPORATION (EFC, LLC),  
formerly known as Frigidaire Financial Corporation, verify that the statements made in  
the foregoing document 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.

**TEXTRON FINANCIAL CORPORATION,  
Successor by Merger to ELECTROLUX  
FINANCIAL CORPORATION (EFC, LLC),  
Formerly Known as FRIGIDAIRE  
FINANCIAL CORPORATION**

  
Renae Whitmoyer, Account Manager

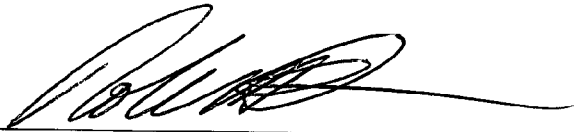
Dated: 8-19-08

**CERTIFICATE OF SERVICE**

I, Robert D. Kodak, Esquire, hereby certify that I have this date served a true and correct copy of Plaintiff's Answer to Defendant's Motion for Summary Judgment in the above-captioned matter upon the below listed individual(s) by causing the same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY , ESQUIRE  
GLEASON CHERRY AND CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS, PA 15801

**KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
(717) 238-7152 Fax: 717-238-7158  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: \_\_\_\_\_

8/19/08

Robert D. Kodak, Esquire  
Supreme Court I.D. 18041  
KODAK & IMBLUM, P.C.  
Post Office Box 11848  
407 North Front Street  
Harrisburg, PA 17108-1848  
717-238-7152 Fax: 717-238-7158  
email: robert.kodak@kodak-imblum.com  
Attorney for Plaintiff

**FILED**

AUG 22 2008  
11/9:50/2  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 sent to ATT

ELECTROLUX FINANCIAL CORP- ORATION, Formerly Known As FRIGIDAIRE FINANCIAL CORPORATION	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
PAUL SYKTICH, Individually and Trading As SYKTICH TV & APPLIANCE	:	NO. 2004-01846- C.D.
Defendant	:	

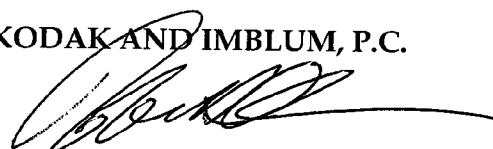
**PRAECIPE TO SUBSTITUTE VERIFICATION**

**TO THE PROTHONOTARY:**

Please substitute the attached Verification to Plaintiff's Answer to Defendant's Motion for Summary Judgment, which was filed on August 20, 2008, to the above term and number.

Respectfully submitted,

**KODAK AND IMBLUM, P.C.**

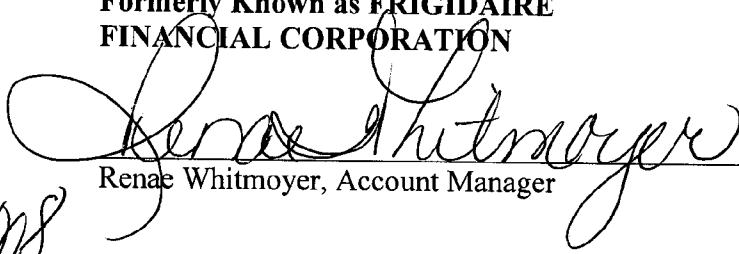
  
Robert D. Kodak, Esquire  
Attorney I.D. No. 18041  
Attorney for Plaintiff

**VERIFICATION**

I, RENAE WHITMOYER, Account Manager, of Textron Financial Corporation, Successor by Merger to ELECTROLUX FINANCIAL CORPORATION (EFC, LLC), formerly known as Frigidaire Financial Corporation, verify that the statements made in the foregoing document 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.

**TEXTRON FINANCIAL CORPORATION,  
Successor by Merger to ELECTROLUX  
FINANCIAL CORPORATION (EFC, LLC),  
Formerly Known as FRIGIDAIRE  
FINANCIAL CORPORATION**

Dated: Aug 19, 2008

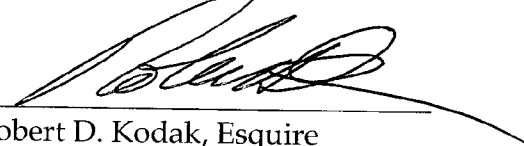
  
Renae Whitmoyer, Account Manager

**CERTIFICATE OF SERVICE**

I, ROBERT D. KODAK, ESQUIRE, hereby certify that on August 20, 2008, I served a true and correct copy of the **PRAECIPE TO SUBSTITUTE VERIFICATION** in the above-captioned matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

TONI M CHERRY ESQUIRE  
GLEASON CHERRY AND CHERRY LLP  
POST OFFICE BOX 505  
DUBOIS PA 15801

**KODAK & IMBLUM, P.C.**

  
Robert D. Kodak, Esquire  
Attorney I.D. No. 18041  
Attorney for Plaintiff

Dated: August 20, 2008

JA

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

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRD FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SKYTICH, Individually and Trading as  
SKYTICH TV & APPLIANCE,

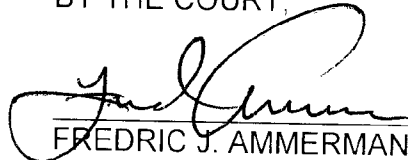
Defendant

NO. 04-1846-CD

**ORDER**

**NOW**, this 3<sup>rd</sup> day of September, 2008, the Court noting that the Defendant filed a Motion for Summary judgment on July 22, 2008 and that the Plaintiff filed an Answer to the Defendant's Motion on August 20, 2008; it is the ORDER of this Court that argument on the Defendant's Motion for Summary Judgment be and is hereby scheduled for the **2<sup>nd</sup> day of October, 2008 at 9:00 a.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

SEP 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

1000  
Kodak

T. Cherry

(61)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

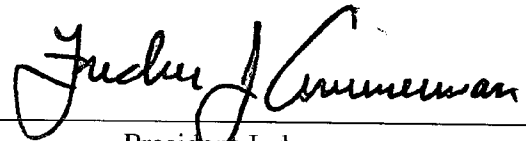
Defendant

No. 2004 - 01846 C.D.

**ORDER**

AND NOW, this 12<sup>th</sup> day of September, 2008, in consideration of the Motion for Continuance filed on behalf of Defendant and the averments contained therein, said Motion is hereby granted. Said argument on Defendant's Motion for Summary Judgment is hereby rescheduled for the 7<sup>th</sup> day of November, 2008, at 10:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



President Judge

FILED  
SEP 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts



FILED<sub>e</sub>

SEP 11 2008

011301

William A. Shaw  
Prothonotary/Clerk of Courts

2 cent.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

: No. 2004 - 01846 C.D.

: Type of Case: CIVIL

: Type of Pleading: MOTION FOR  
: CONTINUANCE

: Filed on Behalf of: PAUL SYKTICH,  
: Individually and Trading as SYKTICH  
: TV & APPLIANCE, Defendant

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.  
: Supreme Court No.: 30205

: GLEASON, CHERRY AND  
: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

: (814) 371-5800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 04 - 1846 C.D.

### **MOTION FOR CONTINUANCE**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID  
COURT:

AND NOW, comes the undersigned, counsel for Defendant, PAUL SYKTICH,  
Individually and Trading as SYKTICH TV. & APPLIANCE, moves Your Honorable Court to  
continue the argument on Defendant's Motion for Summary Judgment scheduled for October 2,  
2008, and, in support of which, avers the following:

1. That the undersigned is counsel of record for Defendant, PAUL SYKTICH,  
Individually and Trading as SYKTICH TV. & APPLIANCE.
2. That an Order has been entered by Your Honorable Court on September 4, 2008,  
scheduling argument on Defendant's Motion for Summary Judgment for October 2, 2008, at  
9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
3. That the undersigned is scheduled to be out of the Commonwealth that same day and  
will not be able to attend the argument in the above-captioned matter.

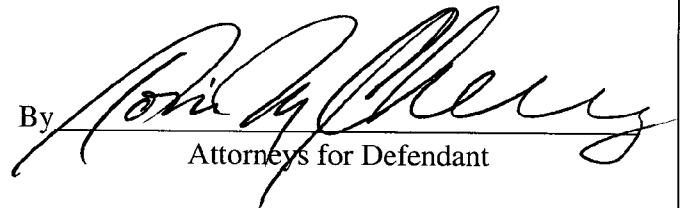
4. That the undersigned has contacted counsel for Plaintiff in order to obtain his consent to a continuance in this matter and counsel for Plaintiff has consented to the same and, in fact, has further advised counsel for Defendant that he too has a conflict in his schedule as he has an arbitration in Dauphin County that same day and will not be able to attend said argument in the above-captioned matter.

WHEREFORE, the undersigned respectfully requests Your Honorable Court to continue the said argument to a date and time convenient for all parties.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

A handwritten signature in cursive script, appearing to read "Ronald Cherry", written over a horizontal line.

Attorneys for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELECTROLUX FINANCIAL CORPORATION,  
Formerly Known As FRIGIDAIRE FINANCIAL  
CORPORATION,

Plaintiff

vs.

PAUL SYKTICH, Individually and Trading as  
SYKTICH TV & APPLIANCE,

Defendant

No. 2004 - 01846 C.D.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 11<sup>th</sup> day of September, 2008, a true and correct copy of Defendant's Motion for Continuance was served upon ROBERT D KODAK, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

ROBERT D. KODAK, ESQ.  
Kodak & Imblum, P.C.  
Attorneys at Law  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Defendant

Dated: September 11, 2008

(5)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

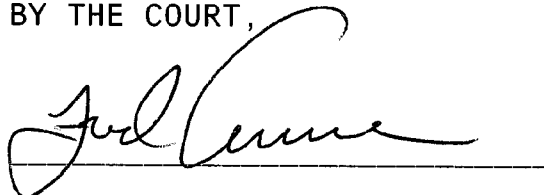
CIVIL DIVISION

ELECTROLUX FINANCIAL                    }  
CORPORATION, Formerly Known       }  
as FRIGIDAIRE FINANCIAL               }  
CORPORATION                               }  
VS   } NO. 04-1846-CD  
PAUL SYKTICH, Individually       }  
and Trading as SYKTICH TV &       }  
APPLIANCE                                   }

O R D E R

NOW, this 7th day of November, 2008, this being the date set for Argument on Defendant's Motion for Summary Judgment and upon stipulation of the parties, it is the ORDER of this Court that said Motion be and is hereby GRANTED to the extent that Plaintiff's claims for moneys due from the Defendant shall be limited to the amounts shown on the invoices attached to its Amended Complaint and described collectively as Exhibit "A".

BY THE COURT,



President Judge

FILED 2cc  
01/4:00 PM  
NOV 07 2008

Atty's: T. Cherry  
Koda K

William A. Shaw  
Prothonotary/Clerk of Courts

(611)

9

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

ELECTROLUX FINANCIAL CORPORATION, \*  
formerly known as FRIGIDAIRE FINANCIAL \*  
CORPORATION, \*  
Plaintiff \*

vs \*

PAUL SYKTICH, Individually and Trading \*  
as SYKTICH TV & APPLIANCE \*  
Defendant \*

NO. 04-1846-CD

ORDER

NOW, this 5<sup>th</sup> day of November, 2009, it is the ORDER of this Court that a status conference in the above-captioned matter be and is hereby scheduled, in Chambers, for the 21<sup>st</sup> day of December, 2009 at 3:00 p.m.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED

NOV 06 2009

William A. Shaw  
Prothonotary/Clerk of Courts

1cc  
Dybs: Kodak  
T. Cherry

8

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

ELECTROLUX FINANCIAL CORPORATION, \*  
formerly known as FRIGIDAIRE FINANCIAL \*  
CORPORATION, \*  
Plaintiff \*

vs. \*

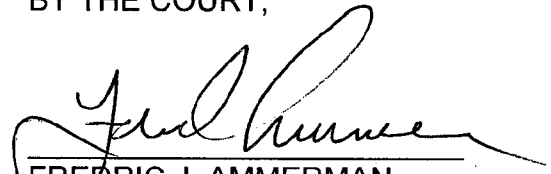
PAUL SKYTICH, Individually and Trading as \*  
SKYTICH TV & APPLIANCE, \*  
Defendant \*

NO. 04-1846-CD

**ORDER**

NOW, this 21<sup>st</sup> day of December, 2009, following status conference, it is the  
ORDER of this Court that a one day Non-Jury trial be and is hereby scheduled for the  
**4<sup>th</sup> day of May, 2010** commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield  
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**  
01/4/00/01  
DEC 21 2009

William A. Shaw  
Prothonotary/Clerk of Courts

ICC. Atty's:

Kodak

T. Cherry

FILED<sup>(E)</sup>

JUN 28 2010

6 m/8:30/W

William A. Shaw  
Prothonotary/Clerk of Courts

1 sent to ATT

KODAK

ELECTROLUX FINANCIAL  
CORPORATION f/k/a Frigidaire Financial  
Corporation

Plaintiff

v

PAUL SYKTICH, individually and trading  
as SYKTICH TV & APPLIANCE,

Defendants

IN THE COURT OF COMMON PLEAS  
Clearfield COUNTY, PENNSYLVANIA

NO. 04-1846-CD

CIVIL ACTION - LAW

**JOINT PRAECIPE TO DISCONTINUE**


TO THE PROTHONOTARY:

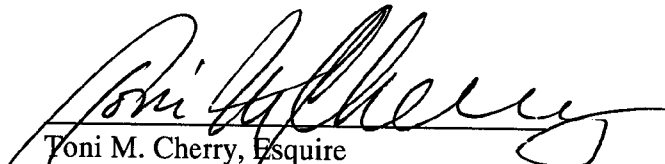
Please mark the above-captioned matter settled, discontinued with prejudice and ended as  
to all claims by Plaintiff and all asserted counterclaims by Defendant.

TO: Clearfield County  
Prothonotary

KODAK & IMBLUM, P.C.

Dated: May 11, 2010

  
Robert D. Kodak, Esquire #18041  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159

  
Toni M. Cherry, Esquire  
GLEASON, CHERRY & CHERRY LLP  
PO BOX 505  
DuBois, PA 15801