

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

GE COMMERCIAL FINANCE

Plaintiff

No. *05-1365-CD*

vs.

COMPLAINT IN CIVIL ACTION

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS,

Defendants

FILED ON BEHALF OF
Plaintiff

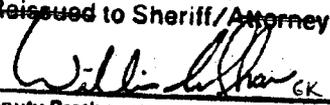
COUNSEL OF RECORD OF
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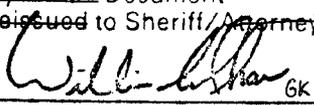
Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
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WWR#04388983

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85.00

William A. Sha 
Prothonotary/Clerk of Courts

March 13, 2006 Document
Reinstated/Rescued to Sheriff/Attorney
for service.

Deputy Prothonotary

April 5, 2007 Document
Reinstated/Rescued to Sheriff/Attorney
for service.

Deputy Prothonotary

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Defendants

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFERRAL SERVICE
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in 4650 Regent Boulevard, Suite 300, Irving TX 75063.
2. Defendant Michael Styers Trucking, Inc. is a Corporation with a last known mailing address of 1109 Daisy Street, Clearfield, PA 16830.
3. Defendant Michael Styers is an adult individual with a last known address of 1109 Daisy Street, Clearfield, PA 16830.
4. Defendant Bradley B. Blackwood is an adult individual with a last known address of 610 High Street, Curwensville, PA 16833.
5. Defendant Shelia S. Styers is an adult individual with a last known address of 1109 Daisy Street, Clearfield, PA 16830.

COUNT I

6. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.
7. On or about February 24, 1998, MBV trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 1") in favor of Plaintiff. A true and correct copy of said Agreement 1 is attached hereto, marked as Exhibit "1" and made a part hereof.
8. On or about December 16, 1998, Agreement 1 was amended. A true and correct copy of the Amendment is attached hereto, marked as Exhibit "2" and made a part hereof.
9. Pursuant to said Agreement 1, MBV trucking, Inc. took possession of the Truck more particularly identified in Schedule "A" as a 1999 Freightliner, serial number 1FUPCXYB5XLA17045.

10. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. A true and correct copy of the Transfer and Assumption Agreement is attached hereto, marked as Exhibit "3" and made a part hereof.

11. Plaintiff avers that Defendant Michael Styers Trucking, Inc. in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

12. Plaintiff avers that a payoff balance of \$65,048.34 is due from Defendant Michael Styers Trucking, Inc as of July 11, 2001.

13. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

14. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count I against Defendant Michael Styers Trucking, Inc. in the amount of \$65,048.34 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT II

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

16. On or about May 12, 1999, MBV trucking, Inc. added an additional Freightliner to Agreement 1. A true and correct copy of said Delivery and Acceptance Certificate with payment schedules are attached hereto, marked as Exhibit "4" and made a part hereof.

17. MBV trucking, Inc. took possession of the Truck more particularly identified as a 2000 Freightliner, serial number 1FUPCSZBXXLB90089.

18. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. See Exhibit "3."

19. Plaintiff avers that Defendant Michael Styers Trucking, Inc. in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

20. Plaintiff avers that a payoff balance of \$84,113.55 is due from Defendant Michael Styers Trucking, Inc as of July 11, 2001.

21. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

22. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count II against Defendant Michael Styers Trucking, Inc. in the amount of \$84,113.55 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT III

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

24. On or about August 3, 1999, Defendant Michael Styers Trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 2") in favor of Plaintiff. A true and correct copy of said Agreement 2 is attached hereto, marked as Exhibit "5" and made a part hereof.

25. Pursuant to said Agreement 2, Defendant Michael Styers Trucking, Inc. took possession of the Trucks more particularly identified in Schedule "A" as a 2000 Freightliner, serial number 1FUPDXYB5YLB12464 and a 2000 Freightliner, serial number 1FUPDXYB3YLB12461.

26. On or about October 7, 1999, a document correction notice was sent to Defendant Michael Styers Trucking Inc. correcting an inaccuracy involving the serial number of one of the trucks. A true and correct copy of the Notice is attached hereto, marked as Exhibit "6" and made a part hereof.

27. Plaintiff avers that Defendant Michael Styers Trucking, Inc. in default of Agreement 2 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

28. Plaintiff avers that a payoff balance of \$73,389.61 is due from Defendant Michael Styers Trucking, Inc as of July 11, 2001.

29. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

30. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count II against Defendant Michael Styers Trucking, Inc. in the amount of \$73,389.61 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT IV

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

32. On or about February 9, 2000, Defendant Michael Styers Trucking, Inc. entered into a Conditional Sale Contract (hereinafter "Agreement 3") in favor of Plaintiff. A true and correct copy of said Agreement 3 is attached hereto, marked as Exhibit "7" and made a part hereof.

33. Defendant Michael Styers Trucking, Inc. took possession of the Truck more particularly identified as a 2000 Freightliner, serial number 1FUPCXBOYLA17052.

34. Plaintiff avers that Defendant Michael Styers Trucking, Inc. in default of Agreement 3 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

35. Plaintiff avers that a payoff balance of \$59,744.72 is due from Defendant Michael Styers Trucking, Inc as of June 26, 2001.

36. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

37. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count IV against Defendant Michael Styers Trucking, Inc. in the amount of \$59,744.72 with continuing interest thereon at the Contractual rate of 18% per annum from June 26, 2001, plus costs.

COUNT V

38. On or about February 23, 1998, Defendant Bradley B. Blackwood entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee 1 is attached hereto, marked as Exhibit "8" and made a part hereof.

39. On or about February 23, 1998, Defendant Michael C. Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee 2 is attached hereto, marked as Exhibit "9" and made a part hereof.

40. On or about May 12, 1999, Defendant Sheila Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee 3 is attached hereto, marked as Exhibit "10" and made a part hereof.

41. Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers personally guaranteed repayment of the balance due in the event of a default.

42. Plaintiff avers that a payoff balance of \$282,296.22 is due from Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers as of June 26, 2001.

43. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

44. Although repeatedly requested to do so by Plaintiff, Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count V against the Personal Guarantors Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers, severally and individually, in the amount of \$282,296.22 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Benjamin R Bibler, Esquire

PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:04388983



TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of FEBRUARY 24, 1998 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mossie Blvd., Ste 800, Monroeville, PA 15146-2144 and MBV TRUCKING, INC. (hereinafter called "Lessee"), a Pennsylvania corporation with its principal place of business located at 327 A EAST MARKET STREET, CLEARFIELD, PA 16830.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

EXHIBIT

1

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles shall be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1½% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below; Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. **INDEMNITIES:** The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred by or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. **LESSEE'S TAX RELATED INDEMNITIES** to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity.** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions; or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. **ALL OF LESSEE'S** obligations, indemnities and liabilities under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. **EXPENSE OF OPERATION AND MAINTENANCE** of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. **ADDITIONAL EQUIPMENT REQUIRED BY LAW.** In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. **NO WARRANTIES; LIMITATION ON LIABILITY:** Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that **LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED.** Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor



DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 98-3, attached to the Lease.

Unit Number(s)

176457

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 12/29/98
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: DECEMBER 29, 1998

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

By: *X Michael Styer*

Title: PRESIDENT

(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Title: _____

Branch: 8002 - PITTSBURGH

07-203319

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER:

98-3

IN SERVICE DATE	UNIT NO.	VEHICLE YEAR, MAKE, MODEL DESCRIPTION	SERIAL NUMBER	SCHEDULE A VALUE	MO. RENTAL FACTOR	MONTHLY RENTAL	FINAL ADJ. PERCENTAGE SEE SCH "B"	# MO. TERM	RESIDUAL VALUE
12/29/98	176437	1999 FREIGHTLINER, FLUJ2064T TRACTOR	1FUPCX193XLA17045	\$96,133.00	0.1634	\$1,600.00		60	\$24,183.75

VEHICLE DOMICILE: ROUTE 879, PO BOX 190 FRENCHVILLE PA 16836 CLEARFIELD TOWNSHIP

STREET ADDRESS CITY STATE ZIP COUNTY

The domicile location noted above will determine the calculation of salesuse tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*
Authorized Representative

BY: *[Signature]*
PRESIDENT

DATE: 12-29-98

DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: FEBRUARY 24, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8002 - PITTSBURGH
CLIENT NO. 02-203379

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBIJAGES

SCHEDULE "A" NUMBER :

98-3

Lessee agrees to pay one (1) payment upon delivery.

The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to 75 %.

The daily prorated rental amount shall be \$154.84 for each vehicle for unit number 176457.

The above Schedule "A" Value(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.

Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4481, et seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor provided, however, that Lessee shall pay or reimburse Lessor (hereof) promptly following receipt of Lessor's invoice or bill in regard thereto.

The Lessee will register the above described units at a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on this taxable gross weight and above described in Service Date

LESSOR: Associate Leasing, Inc.

CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*

BY: *[Signature]*

TITLE: Authorized Representative

TITLE: PRESIDENT

DATE: 12-29-98

DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK

LEASE AGREEMENT DATED: FEBRUARY 24, 1998

BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

SCHEDULE B

FINAL ADJUSTMENT TABLE

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV Trucking, Inc. , dated February 24, 1998

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

<u>PAYMENT NO</u>	<u>CALCULATION DATE</u>	<u>FINAL ADJUSTMENT PERCENTAGE</u>	<u>PAYMENT NO</u>	<u>CALCULATION DATE</u>	<u>FINAL ADJUSTMENT PERCENTAGE</u>
1	01/01/99	100.34	31	07/01/01	67.30
2	02/01/99	99.44	32	08/01/01	65.99
3	03/01/99	98.53	33	09/01/01	64.66
4	04/01/99	97.60	34	10/01/01	63.33
5	05/01/99	96.67	35	11/01/01	61.98
6	06/01/99	95.72	36	12/01/01	60.63
7	07/01/99	94.76	37	01/01/02	59.28
8	08/01/99	93.78	38	02/01/02	57.89
9	09/01/99	92.79	39	03/01/02	56.50
10	10/01/99	91.79	40	04/01/02	55.10
11	11/01/99	90.77	41	05/01/02	53.69
12	12/01/99	89.74	42	06/01/02	52.28
13	01/01/00	88.70	43	07/01/02	50.86
14	02/01/00	87.64	44	08/01/02	49.43
15	03/01/00	86.57	45	09/01/02	47.99
16	04/01/00	85.50	46	10/01/02	46.54
17	05/01/00	84.40	47	11/01/02	45.09
18	06/01/00	83.28	48	12/01/02	43.62
19	07/01/00	82.15	49	01/01/03	42.14
20	08/01/00	80.99	50	02/01/03	40.66
21	09/01/00	79.83	51	03/01/03	39.17
22	10/01/00	78.64	52	04/01/03	37.66
23	11/01/00	77.44	53	05/01/03	36.15
24	12/01/00	76.22	54	06/01/03	34.63
25	01/01/01	74.99	55	07/01/03	33.11
26	02/01/01	73.73	56	08/01/03	31.58
27	03/01/01	72.47	57	09/01/03	30.04
28	04/01/01	71.19	58	10/01/03	28.50
29	05/01/01	69.90	59	11/01/03	26.95
30	06/01/01	68.61	60	12/01/03	25.00

This Schedule B is effective for and applicable to only those Vehicles described on Schedule A No. 98-3
 dated December 29, 1998

Dated: December 29, 1998

ASSOCIATES LEASING, INC., LESSOR

MBV Trucking, Inc., LESSEE

By: *D. Collins-Hicks*

By: *Michael Steyer*

Title: Authorized Representative

Title: President

AMENDMENT TO LEASE AGREEMENT

This Amendment is attached to and specifically incorporated into that certain Truck Lease Agreement (TRAC/Non-Maintenance) dated February 24, 1998, (the "Lease") between Associates Leasing, Inc.. (the "Lessor") and MVB Trucking, Inc. (the "Lessee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree as follows:

1. Sections 3 and 6 of the Lease are hereby deleted and the following inserted in lieu thereof:

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight (48) hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is not on the first day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor.

and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Lessee will pay Lessor, in advance, on the first day of each calendar month the Monthly Rental for each Vehicle set forth in Schedule "A", whether or not Lessee shall have received a statement for such amount. If the delivery date of a Vehicle is other than the first day of the month, the first full Monthly Rental for each such Vehicle will begin as of the first day of the next succeeding month and Lessee will pay Lessor the

EXHIBIT

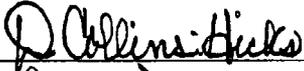
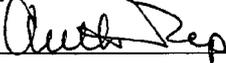
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Monthly Rental on a daily prorated basis for the month of delivery. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

- 2. This Amendment shall be effective as of December 16, 1998.
- 3. Except as expressly modified hereby, the Lease is and shall remain in full force and effect.

ASSOCIATES LEASING, INC.

LESSEE: MBV Trucking, Inc.

By: 
Title: 

By: 
Title: President

TRANSFER AND ASSUMPTION AGREEMENT

Old Client # 02-203379
New Client # 02-206037
Unit # 176403

This Transfer and Assumption Agreement dated November 16, 1999, is entered into by and between MBV Trucking, Inc. ("Transferor"), Michael Styers Trucking, Inc. ("Transferee"), Associates Leasing, Inc. ("Lessor"), and any guarantor signing below.

WHEREAS, Transferor and Lessor have entered into that certain Truck Lease Agreement (TRAC /Non-Maintenance) dated February 24, 1998, a copy of which is attached hereto and specifically incorporated herein (the "Lease", and together with any guarantees and other documents executed in connection therewith the "Documents") wherein Lessor leased to Transferor certain vehicles described therein (the "Vehicles"); and

WHEREAS, Transferor has advised Lessor that Transferor desires to transfer to Transferee, and that Transferee desires to acquire Transferor's interest as lessee in the Lease, but Transferor is prohibited from doing so without first obtaining the written consent of Lessor to such transfer. Transferor has requested Lessor to consent to the transfer of Transferor's interest as lessee in the Lease by Transferor to Transferee. Lessor will give its written consent to such transfer provided that (i) this Agreement is executed by Transferor and Transferee and delivered to Lessor; (ii) any guarantors and/or endorsers of Transferor's obligations under the Lease (individually and collectively called the "Guarantor") execute this Agreement or such other consent and acknowledgment of the continuation of their obligations and liabilities under the Lease as Lessor may require; (iii) the ownership rights of Lessor in the Vehicles are and continue to be valid, first, prior to all others and effective against all persons whether such persons are claiming by, through or under Transferor, Transferee or any other person; and (iv) Transferee pays Lessor a \$ 100.00 transfer fee.

NOW THEREFORE, Transferor, for good and valuable consideration paid to Transferor by Transferee, hereby assigns to Transferee, all of Transferor's interest as lessee in and to the Lease subject to the terms, conditions and agreements hereof and of the Lease.

In consideration of the written consent of Lessor, Transferee hereby promises to pay the Monthly Rentals to Lessor in accordance with the Lease and assumes all of the obligations and liabilities of Transferor contained in the Lease as though Transferee was the original lessee of the Vehicles.

Transferor agrees that, notwithstanding the transfer referred to herein, Transferor is in no way released from its obligations set forth in the Lease, but is and shall continue to be firmly bound thereby.

Transferor represents to Lessor and Transferee that no event of default is now existing under the Lease.

Transferee agrees that no warranties have been made as to the Vehicles by Lessor, that LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE VEHICLES FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED and that Lessor shall not be liable for any loss or damage whatsoever including, without limitation, loss of anticipatory profits or for consequential damages.

Transferor and Transferee agree to promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to accomplish such transfer and to protect Lessor's ownership of the Vehicles, including, without limitation, filing financing statements, recording documents, and obtaining Certificates of Title (to the extent permitted by law), Lessor assuming no responsibility therefor.

Guarantor consents to the above transfer, and agrees that such transfer shall not effect its obligations and liabilities, which obligations and liabilities shall remain in full force and effect. Transferor and Guarantor each acknowledges that Lessor may, without notice to any of them and without affecting any of their obligations and liabilities, elect any remedy, compound or release any rights against Transferee or any other persons obligated under the Documents, release all or any part of the Vehicles, on terms satisfactory to Lessor, by operation of law or otherwise, and settle, compromise or adjust any and all rights against and grant extensions of time of payment to Transferee or any other persons obligated under the Lease.

The Vehicles will be kept at: 1109 Daisy Street, Clearfield, PA 16830

Present location of the Vehicles if different from the foregoing: (Street Address & City) (County) (State/Province & Zip Code)

This Transfer and Assumption Agreement shall be effective only upon acceptance by Lessor as indicated below.

No oral agreement, guaranty, promise, representation or warranty shall be binding on Lessor. Each of the parties executing this Agreement acknowledges receipt of a copy hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

TRANSFEROR: MBV Trucking, Inc.
Michael Styers
TITLE: President
BY:
TITLE:

TRANSFEEE: Michael Styers Trucking, Inc.
Michael Styers
TITLE: President

ADDRESS: 1109 Daisy Street
Clearfield, Clearfield, PA 16830
City, State, State/Province and Zip Code
Witness to Transferor's Signature
J. Jontermacher
(Witness)

GUARANTOR: Bradley B. Blackwood
GUARANTOR: Michael C. Styers
BY:
TITLE: Individually
TITLE: Individually

Lessor hereby consents to the above transfer and assumption pursuant to the terms and conditions of the above agreement.

DATE: November 16, 1999

ASSOCIATES LEASING, INC.
BY:
TITLE:

EXHIBIT
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DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 99-1, attached to the Lease.

Unit Number(s)

187725

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 05/12/99
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: MAY 12, 1999

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

EXHIBIT

4

By: Michael Stevens Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBAGES

SCHEDULE "A" NUMBER:

Lessee agrees to pay one (1) payment upon delivery.
The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to .75 %.
The above Schedule "A" Value(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.
Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4481, et. seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor, provided, however, that Lessee shall pay or reimburse Lessor therefor promptly following receipt of Lessor's invoice or bill in regard thereto.
The Lessee will register the above described units at a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on this taxable gross weight and above described in Service Date

LESSOR: Associate Leasing, Inc.
BY: Diana A. Bellini
TITLE: Authorized Representative
DATE: 5-12-99

CLIENT: MBV TRUCKING, INC.
BY: Michael J. Steyer
TITLE: PRESIDENT
DATE: MAY 12, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 24, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8002 - PITTSBURGH
 CLIENT NO: 02-203179

ASSOCIATES LEASING, INC.
 SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER :

99-1

IN SERVICE DATE	UNIT NO.	VEHICLE YEAR, MAKE, MODEL DESCRIPTION	SERIAL NUMBER	SCHEDULE A VALUE	MO RENTAL FACTOR	MONTHLY RENTAL	FINAL ADJ. PERCENTAGE	# MO. TERM	RESIDUAL VALUE
05/12/99	187723	1999 FREIGHTLINER, FL1120 TRACTOR	1FJUC3ZBX1B90089	\$94,732.00	1.717	\$1,656.55	SEE SCH "B"	60	\$23,683.00

VEHICLE DOMICILE: ROUTE 879, PO BOX 190 FRENCHVILLE PA 16836 CLEARFIELD COUNTY TOWNSHIP

STREET ADDRESS CITY STATE ZIP

The domicile location noted above will determine the calculation of sales tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc. CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*
 TITLE: Authorized Representative

BY: *[Signature]*
 TITLE: PRESIDENT

DATE: 5/12/99

DATE: MAY 11, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: FEBRUARY 24, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

**SCHEDULE B
FINAL ADJUSTMENT TABLE**

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV TRUCKING, INC., dated February 24, 1998.

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

<u>CALCULATION DATE</u>	<u>PAYMENT NO.</u>	<u>FINAL ADJUSTMENT PERCENTAGE</u>	<u>CALCULATION DATE</u>	<u>PAYMENT NO.</u>	<u>FINAL ADJUSTMENT PERCENTAGE</u>
Jun 1, 1999	1	100.21	Dec 1, 2001	31	68.59
Jul 1, 1999	2	99.35	Jan 1, 2002	32	67.32
Aug 1, 1999	3	98.47	Feb 1, 2002	33	66.04
Sep 1, 1999	4	97.58	Mar 1, 2002	34	64.74
Oct 1, 1999	5	96.68	Apr 1, 2002	35	63.44
Nov 1, 1999	6	95.76	May 1, 2002	36	62.12
Dec 1, 1999	7	94.84	Jun 1, 2002	37	60.78
Jan 1, 2000	8	93.90	Jul 1, 2002	38	59.43
Feb 1, 2000	9	92.96	Aug 1, 2002	39	58.07
Mar 1, 2000	10	92.00	Sep 1, 2002	40	56.70
Apr 1, 2000	11	91.03	Oct 1, 2002	41	55.32
May 1, 2000	12	90.04	Nov 1, 2002	42	53.93
Jun 1, 2000	13	89.05	Dec 1, 2002	43	52.53
Jul 1, 2000	14	88.04	Jan 1, 2003	44	51.11
Aug 1, 2000	15	87.02	Feb 1, 2003	45	49.69
Sep 1, 2000	16	85.98	Mar 1, 2003	46	48.25
Oct 1, 2000	17	84.93	Apr 1, 2003	47	46.80
Nov 1, 2000	18	83.86	May 1, 2003	48	45.34
Dec 1, 2000	19	82.77	Jun 1, 2003	49	43.87
Jan 1, 2001	20	81.67	Jul 1, 2003	50	42.38
Feb 1, 2001	21	80.55	Aug 1, 2003	51	40.88
Mar 1, 2001	22	79.42	Sep 1, 2003	52	39.37
Apr 1, 2001	23	78.28	Oct 1, 2003	53	37.84
May 1, 2001	24	77.11	Nov 1, 2003	54	36.31
Jun 1, 2001	25	75.93	Dec 1, 2003	55	34.76
Jul 1, 2001	26	74.74	Jan 1, 2004	56	33.20
Aug 1, 2001	27	73.53	Feb 1, 2004	57	31.63
Sep 1, 2001	28	72.31	Mar 1, 2004	58	30.05
Oct 1, 2001	29	71.08	Apr 1, 2004	59	28.44
Nov 1, 2001	30	69.84	May 1, 2004	60	25.00

This Schedule B is effective for and applicable to only those Vehicle(s) described on Schedule A No. 99-1 dated May 12, 1999.

Dated: May 12, 1999

ASSOCIATES LEASING, INC., LESSOR

MBV TRUCKING, INC., LESSEE

By: Diana D. Collins

By: Michael J. Styles

Title: Authorized Representative

Title: President



TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of AUGUST 3, 1999 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mossie Blvd., Ste 300 Monroeville, PA 15146-2144 and MICHAEL C. STEVENS DBA MICHAEL C. STEVENS TRUCKING (hereinafter called "Lessee"), a corporation with its principal place of business located at ROUTE #79 & STONEHOUSE ROAD, LECONTES, PA 16020.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1½% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below; Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. **INDEMNITIES:** The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred or asserted against Lessor (which term as used herein include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. **LESSEE'S TAX RELATED INDEMNITIES** to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity:** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions, or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. **ALL OF LESSEE'S** obligations, indemnities and liabilities under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. **EXPENSE OF OPERATION AND MAINTENANCE** of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. **ADDITIONAL EQUIPMENT REQUIRED BY LAW.** In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. **NO WARRANTIES; LIMITATION ON LIABILITY:** Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that **LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED.** Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor

hereby assigns to Lessee any rights Lessor may have under any manufacturer's or seller's warranty, to the extent that such assignment may be made without impairing Lessor's ability to assert such rights in its own name and under such warranty. No suit, claim or settlement shall be brought or made by Lessee against or with the manufacturer or seller without the prior written consent of Lessor.

14.A. DEFAULT under this Lease shall occur in the event (i) Lessee shall fail to pay when due any part of the Monthly Rentals, Additional Rents or Adjusted Rents payable hereunder or to provide or maintain the insurance required hereby; (ii) any of Lessee's warranties or representations shall be or become untrue or breached; (iii) Lessee shall fail, after fifteen days notice thereof, to correct any failure in the due performance and observance of any other of the covenants and obligations of Lessee hereunder; (iv) Lessee shall default under any other agreement with Lessor or its affiliates; (v) Lessee transfers a substantial portion of its assets other than in the ordinary course of business; (vi) a voluntary or involuntary petition under any statute relating to bankruptcy, reorganization or receivership or under any other statute relating to the relief of debtors shall be filed by or against Lessee or any guarantor of Lessee's obligations hereunder; or (vii) Lessee or any guarantor of Lessee's obligations hereunder shall make an assignment for the benefit of creditors, admit in writing to being insolvent or, if Lessee or such guarantor is a natural person, if such person shall die.

14.B. LESSOR'S REMEDIES:

(1) In the event of such default described above, Lessor shall have no further obligation to lease vehicles to Lessee and, at the option of Lessor, all rights of Lessee hereunder and in and to the Vehicles shall forthwith terminate. Upon such termination Lessee agrees that Lessor may, without notice to Lessee, either take possession of any or all Vehicles (with or without legal process) or require Lessee to return all Vehicles forthwith to Lessor at such location as Lessor shall designate. Lessee authorizes Lessor and Lessor's agents to enter any premises where the Vehicles may be found for the purpose of repossessing the same. If Lessor retakes possession of any of the Vehicles and at the time of such retaking there shall be in, upon, or attached to the Vehicles any property, goods, or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property, goods, and things of value and hold the same for Lessee or to place such property, goods, or things of value in public storage for the account of, and the expense of, Lessee. Lessor may at its option (i) sell any or all of the Vehicles which are returned or repossessed pursuant to this Section and hold Lessee liable for Adjusted Rental as provided in Section 9, or (ii) lease any or all of the Vehicles to a person other than Lessee for such term and such rental as Lessor may elect in its sole discretion, and apply the proceeds of such lease, after first deducting all costs and expenses relating to the termination of this Lease and the retaking of the Vehicles, to Lessee's obligations hereunder; provided, however, that Lessee shall pay to Lessor immediately upon demand, as liquidated damages for loss of bargain and not as a penalty, a sum with respect to each such Vehicle which represents the excess of the present value at the time of termination of all Monthly Rentals which would otherwise have accrued hereunder to the end of the Maximum Term for such Vehicle over the present value of the aggregate of the rentals to be paid for such Vehicle by such third party for such period (such present values to be computed in each case on the basis of a discount factor equal to the per annum lending rate publicly announced from time to time by Continental Illinois National Bank and Trust Company of Chicago as its prime rate, base rate or reference rate for unsecured loans of the shortest maturity to corporate borrowers in effect on the date this Lease is terminated by Lessor, from the respective dates upon which such Monthly Rentals would have been payable hereunder had this Lease not been terminated). In addition to the other remedies set forth herein, if any Vehicle is not returned to Lessor, or if Lessor is prevented from taking possession thereof, Lessee shall pay to Lessor immediately upon demand Adjusted Rental as provided in Section 9, as if such Vehicle had been sold on the date this Lease was terminated, and the amount of net sale proceeds therefor were zero.

(2) Whether or not the Vehicles are returned to, sold or leased by Lessor, Lessor shall also recover from Lessee all unpaid Monthly Rentals, Additional Rents and Adjusted Rents then due or owing together with all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement of its rights and remedies under this Lease. In addition, Lessor may retain as liquidated damages all Monthly Rentals and Additional Rents and sale proceeds received, including any refunds and other sums which otherwise would be payable to Lessee, and a sum equal to the aggregate of all Monthly Rentals and other amounts, including but not limited to any early termination fee customarily charged by Lessor, (the due dates of which Rentals and other amounts Lessor may accelerate at its option) which would have been due during the period ending, for each Vehicle, on the earliest date on which Lessee could have effectively terminated this Lease as to such Vehicle pursuant to Section 3 if Lessee had not defaulted.

(3) The remedies in this Lease provided in favor of Lessor shall not be deemed exclusive or alternative, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. Lessee hereby waives any right to trial by jury in any action relating to this Lease, as well as any requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The failure of Lessor to exercise any of the rights granted it hereunder shall not constitute a waiver of any such right or establish a custom or course of dealing.

15. NEITHER THIS LEASE, any rights or obligations hereunder, nor any rights in or to the Vehicles may be assigned or subleased by Lessee without the prior written consent of Lessor and no such assignment or sublease shall be valid or binding on Lessor. Lessor may assign this Lease or an interest hereunder or in the Vehicles for any purpose without consent of or notice to Lessee.

16. LESSEE AGREES that at any time and from time to time, after the execution and delivery of this Lease, it shall, upon request of Lessor, execute and deliver such further documents and do such further acts and things as Lessor may reasonably request in order fully to effect the purposes of this Lease and to protect Lessor's interest in the Vehicles, including, but not limited to, furnishing any and all information necessary to enable Lessor or its insurer to defend itself in any litigation arising in connection herewith. Lessee hereby authorizes Lessor to insert serial numbers, delivery and Monthly Rental due dates and other data on the Schedules, Delivery Receipts and other documents relating hereto when such numbers, dates and data become known to Lessor.

17. NOTICES required or permitted to be given hereunder shall be given in writing either personally or by registered or certified mail addressed to the respective party at its address listed on page one hereof or, if such party has previously given notice of a change of address, to the address specified in the last such notice of change of address. Notices shall be deemed received when delivered if personally delivered or, if mailed, two business days after deposit postage prepaid in the United States mails.

18. THIS LEASE will become effective only upon acceptance by Lessor. This form is intended for general use throughout the United States. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be ineffective in such jurisdiction to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is the intention of the parties hereto that this contract constitute a lease for tax and other purposes; however, if for purposes of perfection, this contract is interpreted by any court as a lease intended as security, Lessee hereby grants to Lessor a security interest in the vehicles. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Lease and any Schedules and other documents relating hereto may be modified only in a writing signed by the party against whom enforcement is sought. No vehicle dealer nor any employee or agent of any dealer or of any other person has authority to make any representations to Lessee on Lessor's behalf as to the performance of the Vehicles, or as to any provision of this Lease or as to any other matter whatsoever. Lessee has no authority to, and shall not, make any warranty or representation concerning the Vehicles to any person on Lessor's behalf.

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING
Rv *Mich. C. Styers*
Title SOLE PROPRIETOR T.I.N. 232-89-3585
LESSEE

Witness (for Attach)
[Signature]

Accepted on *8-3-99*
(Date)

ASSOCIATES LEASING, INC., LESSOR
[Signature]
Rv
Title *Exec. Ven.*

LESSEE CERTIFICATION

With respect to that certain Truck Lease Agreement entered into as of AUGUST 3, 1999 by and between Associates Leasing, Inc. ("Lessor") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING ("Lessee"), Lessee hereby certifies, under penalty of perjury, that Lessee intends that more than 50 percent of the use of the property subject to such Truck Lease Agreement is to be in a trade or business of the Lessee. Lessee has been advised by Lessor, and acknowledges, that Lessee will not be treated as the owner of the property subject to the Truck Lease Agreement for Federal income tax purposes.

MICHAEL C. STYERS
LESSEE: DBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*

TITLE: SOLE PROPRIETOR

DATE: AUGUST 3, 1999

CROSS COLLATERAL SECURITY/CROSS DEFAULT AGREEMENT

This Agreement is by and between Associates Commercial Corporation ("ACC"), Associates Leasing, Inc. ("ALI") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING (the "Company").

WHEREAS, ALI has and/or may hereafter acquire and/or enter into Contracts (as defined herein) with the Company, and

WHEREAS, ACC has and/or may hereafter acquire and/or enter into Contracts with the Company, and

WHEREAS, the Company desires that ALI and/or ACC, as appropriate, acquire or enter into one or more such Contracts, and

WHEREAS, it is a condition precedent to ALI and/or ACC, as appropriate, acquiring or entering into such Contracts that the Company shall agree to all the terms and conditions included herein, and

WHEREAS, since the terms and conditions included in this Agreement will affect each of the Contracts, the Company desires the agreement of ALI and ACC to the terms and conditions hereof.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

- The following terms as used herein shall be defined as follows:
 - "Contracts" shall mean all present and future (i) conditional sale contracts, lease agreements, security agreements, notes and other like agreements which ACC or ALI may acquire arising from the sale or lease to the Company of equipment and/or inventory from any vendor or lessor, and (ii) lease agreements, security agreements, direct loan agreements, notes and other agreements of any kind between the Company and ACC and/or ALI.
 - "Collateral" shall mean all the present and future equipment, inventory, and other property described in and subject to the Contracts and/or which secures the performance of the Company thereunder, together with all the cash and non-cash proceeds of all of the foregoing.
 - "Obligations" shall mean all the present and future duties, liabilities and obligations due to ACC and/or ALI from the Company under the Contracts whether joint or several, direct or indirect, absolute or contingent, secured or unsecured, or matured or unmatured.
- Each item of Collateral shall secure the payment and other performance by the Company of each of the Obligations and shall continue to do so unless and until all of the Obligations are paid in full and otherwise satisfied and the Contracts have been fully performed by the Company. ACC and ALI shall retain their security interest in the Collateral as security for the Company's performance of the Obligations notwithstanding the payment in full or other complete performance by the Company of one or more Obligations or Contracts.
- A default by the Company under one or more of the Contracts shall constitute a default by the Company under each of the Contracts. Following such a default, ACC and ALI may immediately exercise all the rights and remedies (i) of a secured party under the Uniform Commercial Code, (ii) otherwise accorded ACC or ALI under any of the Contracts whether or not such rights or remedies are specifically set forth in the Contract being enforced, and (iii) otherwise lawfully available to ACC and ALI.
- The parties hereto intend by this Agreement (i) to create cross default conditions among all the Contracts, and (ii) to create cross security rights and remedies in the favor of ACC and ALI with respect to the Collateral and the Obligations. All the rights and remedies granted to ACC and ALI hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect the rights and remedies of ACC and ALI under the Contracts or under any statute, judicial decision or rule of law. This Agreement shall become a part of and specifically incorporated in the Contracts. Except as expressly modified herein, all the terms and conditions included in the Contracts shall remain in full force and effect. This Agreement may be modified only through the written agreement of each party hereto and shall inure to the benefit of the successors and assigns of ACC and ALI and shall be binding upon the successors and assigns of the Company. The Company may not assign its rights and/or obligations hereunder without the prior written consent of ACC and ALI.

Dated: AUGUST 3, 1999

ASSOCIATES COMMERCIAL CORPORATION

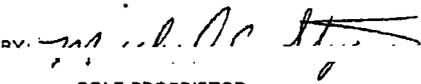
BY: 

TITLE: *office mgr.*

ADDRESS: 2790 Mosside Blvd., Ste 800

Monroeville, PA 15146-2144

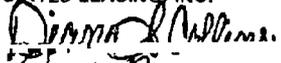
MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING


TITLE: SOLE PROPRIETOR

ADDRESS: ROUTE 879 & STONEHOUSE ROAD

LECONTES MILLS, PA 16850

ASSOCIATES LEASING, INC.

BY: 

TITLE: *Trust Rep*

ADDRESS: 2790 Mosside Blvd., Ste 800

Monroeville, PA 15146-2144

Branch: 8002 - PITTSBURGH

CLIENT NO: 02-204513

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER:

99-1

IN SERVICE DATE	UNIT NO.	VEHICLE YEAR, MAKE, MODEL DESCRIPTION	SERIAL NUMBER	SCHEDULE A VALUE	MO. RENTAL FACTOR	MONTHLY RENTAL	FINAL ADJ. PERCENTAGE	# MO. TERM	RESIDUAL VALUE
08/03/99	183784	2000 FREIGHTLINER, FL1120 TRACTOR	1FPDXYB3YL12461	\$82,457.00	.01717	\$1,415.79	SEE SCH "B"	60	\$20,614.25

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD

STREET ADDRESS

LECONTES MILLS

CITY

PA 16830

STATE

ZIP

CLEARFIELD

COUNTY

TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

BY: *Diana D Williams*
Authorized Representative

DATE: 8-3-99

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*
SOLE PROPRIETOR

DATE: AUGUST 3, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999 BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

Branch: 8002 - PITTSBURGH

CLIENT NO: 02-204513

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER :

99-2

IN SERVICE DATE	UNIT NO.	VEHICLE YEAR, MAKE, MODEL DESCRIPTION	SERIAL NUMBER	SCHEDULE A VALUE	MO. RENTAL FACTOR	MONTHLY RENTAL	FINAL ADJ. PERCENTAGE	# MO. TERM	RESIDUAL VALUE
08/13/99	194738	2000 FREIGHTLINER, FL120 TRACTOR	1FUPDXYB5YL12464	\$82,457.00	.01717	\$1,415.79	SEE SCH "B"	60	\$20,614.25

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD

STREET ADDRESS

LECONTESS MILLS
CITY

PA 16830
STATE ZIP

CLEARFIELD
COUNTY

TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

BY: *Diana Williams*
TITLE: Authorized Representative

DATE: 8-13-99

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*
TITLE: SOLE PROPRIETOR

DATE: AUGUST 13, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999 BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING



ASSOCIATES LEASING, INC.
A SUBSIDIARY OF ASSOCIATES CORPORATION OF NORTH AMERICA

DOCUMENTATION CORRECTION NOTICE

For your file, to be attached to and made a part of the document described below.

October 7, 1999

Lessee Name:

Client #: 02-204513

Unit #: 194758

Michael C. Styers dba Michael C. Styers Trucking
Attn: Michael C. Styers
Route 879 & Stonehouse Rd.
Lecontes Mills, PA 16850

Document(s): Schedule A & VPO

Truck Lease Agreement Dated: August 3, 1999

Transaction Date: August 13, 1999

A recent audit of the above noted document(s), copy(s) of which is (are) attached hereto, has revealed an error concerning:

The serial number reads as 1FUPDXYB5YLB12464.

The correct information for the document(s) mentioned is as follows:

The serial number should read as 1FUPDXYB5YLB12462.

This notice shall hereinafter become attached to and specifically incorporated in the above noted "Truck Lease Agreement."

Should you have any questions in this regard, please call Robin Nichols at 972-652-2589.

Thank you.

EXHIBIT

6



**SECURITY AGREEMENT
(Conditional Sale Contract)**

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

Year	Make	Model	Description	Identification Number
2000	FREIGHTLINER	FLD13264T	TRACTOR	1FUPCXYBOYLA17052

Collateral Will Be Kept At (Address): RT 879/STONEHOUSE RD, LECONTES MILL County CLEARFIELD State PA

INSURANCE COVERAGE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

CHECK ONE

Buyer has obtained the required coverages through:

WM BOWLEY INSURANCE AGENC 203A BEAVER DRIVE DU BOIS, PA 16801
(Agent's Name and Address)
GREAT.AMERICAN.INSURANCE
(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

Buyer desires Credit Insurance: Premium \$ _____
(Enter above and in 4(b) - INSURANCE CHARGES)

CHECK ONE

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b) - Insurance Charges.

Buyer does not want Credit Insurance.

BUYER Michael Styers Date 02/09/00
(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

1. CASH PRICE.....	\$	90,000.00
2. (a) Cash Down Payment.....	\$	0.00
Trade-In:		
Gross Allowance.....	\$	0.00
Less Amount Owing.....	\$	0.00
(b) Trade-in (Net Allowance).....	\$	0.00
Description of Trade-In:		
TOTAL DOWN PAYMENT (a + b).....	\$	0.00
3. UNPAID CASH		
PRICE BALANCE (1 Minus 2).....	\$	90,000.00
4. INSURANCE COSTS		
(a) Physical Damage Insurance coverage, as checked below, for _____ months from the date hereof <u>02/09/00</u>	\$	0.00
<input type="checkbox"/> \$ _____ Deductible Fire, Theft, Combined Additional Coverage, and Deductible Collision; or		
<input type="checkbox"/> \$ _____ Deductible Comprehensive and Deductible Collision.		
(b) Credit Life Insurance for the term of the credit only.....	\$	0.00
TOTAL INSURANCE COSTS (a + b).....	\$	0.00
5. OTHER COSTS (Itemize)		
(a) Registration or License.....	\$	0.00
(b) Title Fee.....	\$	0.00
(c).....	\$	0.00
TOTAL OTHER COSTS (a + b + c).....	\$	0.00
6. PRINCIPAL AMOUNT FINANCED (3 + 4 + 5).....	\$	90,000.00
7. FINANCE CHARGE.....	\$	29,225.78
8. TIME BALANCE (6 + 7).....	\$	119,225.78

Page 1 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an Item of Collateral with the following serial number: 1FUPCXYBOYLA17052

EXHIBIT

ORIGINAL FOR ASSOCIATES

Buyer's
Initials

MS

INSTALLMENT SCHEDULE: Buyer promises to pay Seller the TIME BALANCE (Item B above) in 60 installments as follows:
(Total No. of Installments)

(a) \$ _____ on _____ (Date) and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ _____

(b) Each installment in the groups below is payable on a consecutive monthly basis
1 installment of 1,639.42 due 02/09/2000 followed by
58 installments of 1,639.42 each commencing 03/09/2000 followed by
1 installment of 22,500.00 due 01/09/2005

A. COLLATERAL USE. Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. COLLATERAL PRESERVATION. Buyer agrees, at its own cost and expense, to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

C. INSURANCE. Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Seller or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. FINANCING STATEMENT. If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

E. PERFORMANCE. If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. DEFAULT. Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Buyer to Seller or to any affiliate of Seller or otherwise acquired by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost or destroyed; (e) Buyer makes an assignment, or similar relief is filed by or against Buyer; (f) any property of Buyer is attached, or a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. REMEDIES. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at that address shown herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the

Page 2 of 3 of Security Agreement dated 02/09/00 between MURRAY'S FORD, INC. and MICHAEL STYERS TRUCKING, INC. serial number: 1FUPCKY80YLA17062

ORIGINAL FOR ASSOCIATES

Buyer's Initials
MS

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

H. REINSTATEMENT. At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if buyer pays all past due installments, accrued default charges and, if replevined by legal process authorized cost of suit, including reasonable attorney fees, but if default at time of repossession exceeds 15 days, Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

I. PREPAYMENT. Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

J. GENERAL. Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

K. ACCELERATION INTEREST. Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. LATE INSTALLMENTS. For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4% of the amount of such installment.

M. SECURITY INTEREST. To secure payment of the TIME BALANCE (Item 8), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. CROSS SECURITY. Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. DISCLAIMER. There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

P. ADDITIONAL COVENANTS AND ORAL AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

Q. CHATTEL PAPER. This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

NOTICE TO BUYER :
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 02/09/00

MICHAEL STYERS TRUCKING, INC.

Buyer(s)

(Name of individual(s), corporation or partnership.
Give trade style, if any, after name.)

MURRAY'S FORD, INC.

Seller

(Name of individual, corporation or partnership)

By *Michael J. Styers* Title *President*

(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By *Ronald R. Lucas* Title

(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

By _____ Title _____

(If co-buyer, co-partner or co-officer, sign here and show which.)

RD #1, BOX 12

(Street Address)

ROUTE 879 & STONEHOUSE ROAD

(Street Address)

DU BOIS PA 16801

(City, State and Zip Code)

LECONTES MILLS CLEARFIELD PA 16850

(City, COUNTY, State, and Zip Code)

Buyer's Initials *MS*

Page 3 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXYBOYLA17052

SELLERS AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: 1FUPCXYBOYLA17052 (the "Security Agreement"), (b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on 02/09/00 (Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

SUBJECT TO WOR DEALER AGREEMENT 06-01-95

MURRAYS FORD, INC.

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated 02/09/00

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and Indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and Indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREAFTER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jill A. Gintermacher
Witness _____

Guarantor BRADLEY B. BLACKWOOD (L.S.)

By [Signature]
Title Individually

(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 610 HIGH STREET
CURWENSVILLE, PA 16833-1453

EXHIBIT
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NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and Indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and Indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jella Jandermark
Witness _____

Guarantor MICHAEL C. STYERS (L.S.)

By X Michael Styers

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET
CLEARFIELD, PA 16830-2748

EXHIBIT
9

NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is ROUTE 879, PO BOX 190, FRENCHVILLE, PA 16836 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on MAY 12, 1999.

Witness *Todd D. Beck*

Guarantor SHEILA STYERS (L.S.)

Witness _____

By *Sheila Styers*

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET
CLEARFIELD, PA 16830

NOTE: Insert *exact* company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.

EXHIBIT

10

Verification

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. section 4904 relating to unsworn falsification to authorities, that she is TERI WHITE

Litigation Specialist of General Electric Finance, plaintiff herein, that

she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

8-29-05
Date

Teri White
Signature

WWR# 04388947

Michael Styers

4 2 1
4 2 1

FILED

SEP 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 4 Services

Sheriff Docket # **100790**

GE COMMERCIAL FINANCE

Case # **05-1365-CD**

vs.

**MICHAEL STYERS TRUCKING INC. and MICHAEL STYERS, BRADLEY B.
BLACKWOOD and SHEILA STYERS**

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 10, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MICHAEL STYERS TRUCKING INC., DEFENDANT. 1109 DAISY ST., CLEARFIELD, PA. "EMPTY".

SERVED BY: /

FILED
01815801
JAN 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 4 Services

Sheriff Docket # **100790**

GE COMMERCIAL FINANCE

Case # 05-1365-CD

vs.

**MICHAEL STYERS TRUCKING INC. and MICHAEL STYERS, BRADLEY B.
BLACKWOOD and SHEILA STYERS**

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 10, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MICHAEL STYERS, DEFENDANT. 1109 DAISY ST., CLEARFIELD, PA. "EMPTY:".

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 4 Services

Sheriff Docket # **100790**

GE COMMERCIAL FINANCE

Case # **05-1365-CD**

vs.

**MICHAEL STYERS TRUCKING INC. and MICHAEL STYERS, BRADLEY B.
BLACKWOOD and SHEILA STYERS**

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 10, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO BRADLEY B. BLACKWOOD, DEFENDANT. DEFENDANT UNKNOWN @ 610 HIGH ST., CURWENSVILLE, PA.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 4 of 4 Services

Sheriff Docket # **100790**

GE COMMERCIAL FINANCE

Case # 05-1365-CD

vs.

**MICHAEL STYERS TRUCKING INC. and MICHAEL STYERS, BRADLEY B.
BLACKWOOD and SHEILA STYERS**

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 10, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO SHEILA STYERS, DEFENDANT. 1109 DAISY ST., CLEARFIELD, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100790
NO: 05-1365-CD
SERVICES 4
COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE

vs.

DEFENDANT: MICHAEL STYERS TRUCKING INC. and MICHAEL STYERS, BRADLEY B. BLACKWOOD and SHEILA STYERS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8220427	30.00
SURCHARGE	WELTMAN	8220426	10.00
SHERIFF HAWKINS	WELTMAN	8220426	36.82

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

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

GE COMMERCIAL

Plaintiff

No. 05-1365-CD-CT1

vs.

PRAECIPE TO REINSTATE COMPLAINT

MICHAEL STYERS TRUCKING, INC.
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantor

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
Pa. I.D. No. 42524
Weltman, Weinberg & Reis, Co, LLC
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR#04388947

FILED *Atty pd. 7.00*
01348894
MAR 13 2006 *10004@reinstated*
Compl. to staff

William A. Shaw
Prothonotary/Clerk of Courts

GC

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

GE COMMERCIAL

Plaintiff

vs.

Civil Action No. 05-1365-CD-CT1

MICHAEL STYERS TRUCKING, INC.
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantor

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint. in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Warmbrodt, Esquire

Pa. I.D. No. 42524

Weltman, Weinberg & Reis, Co, LLC

2718 Koppers Building

436 7th Avenue

Pittsburgh, PA 15219

WWR #04388947

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS,

Defendants

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No. 05-1365-CD

PRELIMINARY OBJECTIONS

FILED ON BEHALF OF
Defendant, Bradley B. Blackwood

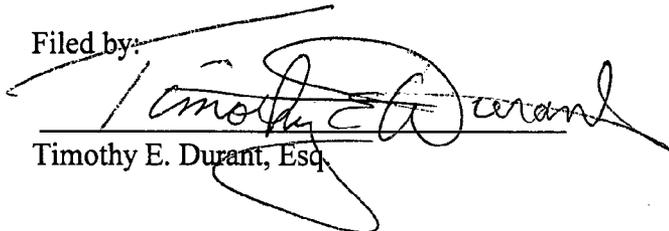
COUNSEL OF RECORD OF
THIS PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

OPPOSING COUNSEL:

BENJAMIN R BIBLER, ESQ.
Pa I.D. No. 93598
WELTMAN, WEINBERG & REIS, L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Filed by:


Timothy E. Durant, Esq.

FILED
m/11:27/06
APR 11 2006

200
Amy Durant
GR

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE
Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS,
Defendants

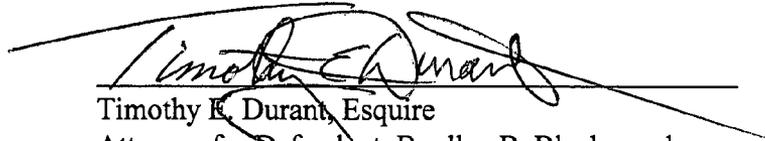
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No. 05-1365-CD

GE COMMERCIAL FINANCE
c/o BENJAMIN R BIBLER, ESQ.
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

NOTICE TO PLEAD

You are hereby notified to file a written response to the enclosed Preliminary Objections within twenty (20) days from service hereof or a judgment may be entered against you.



Timothy E. Durant, Esquire
Attorney for Defendant, Bradley B. Blackwood
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS,

Defendants

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No. 05-1365-CD

PRELIMINARY OBJECTIONS

I. DEMURRER

Defendant, Bradley B. Blackwood by his counsel, Timothy E. Durant, demurs to Plaintiff's Complaint on the following basis:

1. There are no documents alleged nor attached that contain the signature of Bradley B. Blackwood in favor of or for the benefit of the Plaintiff in this action.
2. Any claim for payment due to the purchase of an item costing more than \$500.00 must be based upon a written instrument.
3. No such document exists in this matter and there is no basis alleged for defendant Bradley B. Blackwood to be liable to plaintiff.

WHEREFORE, Defendant Bradley B. Blackwood demurs to Plaintiff's Complaint as to himself and requests that your honorable court dismiss the Complaint as to him.

II. MOTION FOR MORE SPECIFIC PLEADING

Defendant moves for a more specific pleading on the following basis:

4. There are no documents alleged nor attached that contain the signature of

Bradley B. Blackwood in favor of or for the benefit of the Plaintiff in this action.

5. Any claim for payment due to the purchase of an item costing more than \$500.00 must be based upon a written instrument.

6. No such document exists in this matter and there is no basis alleged for defendant Bradley B. Blackwood to be liable to plaintiff.

WHEREFORE, Defendant requests that the court require Plaintiff to plead with specificity of each of the items referred to above.

III. MOTION TO STRIKE

Defendant moves the court to strike insofar as it makes a claim against Bradley B. Blackwood on the following basis:

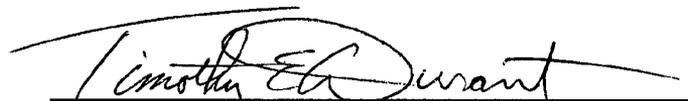
7. There are no documents alleged nor attached that contain the signature of Bradley B. Blackwood in favor of or for the benefit of the Plaintiff in this action.

8. Any claim for payment due to the purchase of an item costing more than \$500.00 must be based upon a written instrument.

9. No such document exists in this matter and there is no basis alleged for defendant Bradley B. Blackwood to be liable to plaintiff.

WHEREFORE, Defendants request that the court strike or delete Bradley B. Blackwood as a party defendant in this action.

Respectfully submitted,



Timothy E. Durant, Attorney at Law
Attorney for Defendant Bradley B. Blackwood

DATE: April 10, 2006

AFFIDAVIT OF SERVICE

TIMOTHY E. DURANT, certifies that on April 10, 2006 he did deposit in the United States mail a true and correct copy of the Preliminary Objections in the above captioned matter.

The said Preliminary Objections were sent to GE COMMERCIAL FINANCE, Plaintiff care of its counsel, BENJAMIN R BIBLER, ESQ. of the firm of WELTMAN, WEINBERG & REIS, L.P.A. at his address which is 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Timothy E. Durant, Esquire
Attorney for Bradley B. Blackwood

Dated: April 10, 2006

FILED

APR 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE
Plaintiff
vs.

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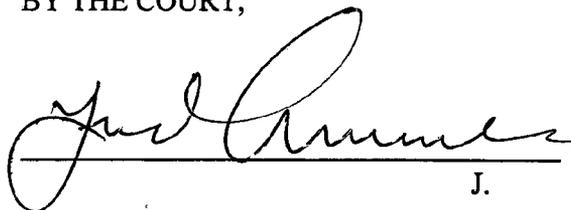
No. 05-1365-CD

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS,
Defendants

ORDER OF COURT

AND NOW, this 17 day of April, 2006, upon consideration of Defendant
Bradley B. Blackwood's Preliminary Objections to the Complaint of Plaintiff filed in the above
matter, it is hereby ordered that Argument shall be held on May 11, 2006 at
10:30 A.m. in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT,

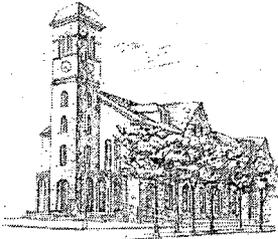

J.

FILED 3cc
013:43001 Amy Durant
APR 17 2006

William A. Shaw
Prothonotary/Clerk of Courts

FILED
APR 17 2006

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 4/17/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS,

Defendants

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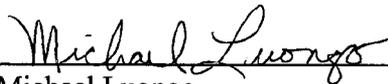
No. 05-1365-CD

AFFIDAVIT OF SERVICE

MICHAEL LUONGO, certifies that on April 18, 2006 he did deposit in the United States mail a true and correct copy of the Order for hearing on the Preliminary Objections filed on behalf of Defendant, Bradley B. Blackwood in the above captioned matter.

The said Order was sent to, BENJAMIN R BIBLER, ESQ. of the firm of WELTMAN, WEINBERG & REIS, L.P.A., counsel for Plaintiff GE COMMERCIAL FINANCE, at his address which is 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Michael Luongo

Dated: April 18, 2006

FILED

APR 18 2006

0/11:30/4
William A. Shaw (M)
Prothonotary/Clerk of Courts

3 COPIES TO ATT

William A. Shaw
Prothonotary/Clerk of Courts

APR 18 2006

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101343
NO: 05-1365-CD
SERVICE # 1 OF 4
COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE
vs.
DEFENDANT: MICHAEL STYERS TRUCKING, INC. et al

SHERIFF RETURN

NOW, March 20, 2006 AT 3:16 PM SERVED THE WITHIN COMPLAINT ON MICHAEL STYERS TRUCKING, INC. DEFENDANT AT 120 S. FIFTH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHEILA STYERS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
01:42 3/21
APR 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101343
NO: 05-1365-CD
SERVICE # 2 OF 4
COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE
vs.
DEFENDANT: MICHAEL STYERS TRUCKING, INC. et al

SHERIFF RETURN

NOW, March 20, 2006 AT 3:16 PM SERVED THE WITHIN COMPLAINT ON MICHAEL STYERS DEFENDANT AT 120 S. FIFTH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHEILA STYERS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101343
NO: 05-1365-CD
SERVICE # 3 OF 4
COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE
vs.
DEFENDANT: MICHAEL STYERS TRUCKING, INC. et al

SHERIFF RETURN

NOW, March 21, 2006 AT 10:25 AM SERVED THE WITHIN COMPLAINT ON BRADLEY B. BLACKWOOD DEFENDANT AT WORK: 1ST AMERICAS TRUCKING, RT. 219, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRADLEY B. BLACKWOOD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101343
NO: 05-1365-CD
SERVICE # 4 OF 4
COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE
vs.
DEFENDANT: MICHAEL STYERS TRUCKING, INC. et al

SHERIFF RETURN

NOW, March 20, 2006 AT 3:16 PM SERVED THE WITHIN COMPLAINT ON SHEILA STYERS DEFENDANT AT 120 S. FIFTH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHEILA STYERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101343
NO: 05-1365-CD
SERVICES 4
COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE
vs.
DEFENDANT: MICHAEL STYERS TRUCKING, INC. et al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8266147	40.00
SHERIFF HAWKINS	WELTMAN	8266147	44.53

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED

APR 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE
Plaintiff
vs.

MICHAEL STYERS TRUCKING, INC.
AND MICHAEL STYERS, **BRADLEY B.
BLACKWOOD**, AND SHEILA. STYERS
AS PERSONAL GUARANTORS,
Defendants

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No. 05-1365-CD

STIPULATION TO CANCEL
ARGUMENT ON PRELIMINARY
OBJECTIONS

FILED JOINTLY ON BEHALF OF:

Defendant, Bradley B. Blackwood
and Plaintiff GE Commercial Finance

COUNSEL OF RECORD FOR
DEFENDANT:

TIMOTHY E. DURANT, ESQ.
Pa. I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

COUNSEL OF RECORD FOR
PLAINTIFF:

BENJAMIN R. BIBLER, ESQ.
Pa I.D. No. 93598
WELTMAN, WEINBERG & REIS, L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

0 8:35 a.m. 6x
MAY 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

BH

ICC TO ATTY

Filed by:


Timothy E. Durant, Esq.

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

GE COMMERCIAL FINANCE	*	
	*	No. 05-1365-CD
Plaintiff	*	
vs.	*	
	*	
MICHAEL STYERS TRUCKING, INC.	*	
AND MICHAEL STYERS, BRADLEY B.	*	
BLACKWOOD, AND SHEILA. STYERS	*	
AS PERSONAL GUARANTORS,	*	
Defendants	*	

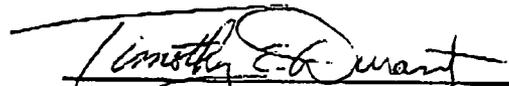
STIPULATION TO CANCEL ARGUMENT ON PRELIMINARY OBJECTIONS

Now come counsel for Defendant Bradley B. Blackwood and counsel for GE Commercial Finance and jointly agree as noted by their signatures hereinafter affixed that the Plaintiff shall file an Amended Complaint in this matter, and upon said filing, the Preliminary Objections heretofore filed by Defendant Blackwood will be deemed moot.

In the interest of judicial economy it is hereby requested that the argument scheduled to be held at 10:30 a.m. on May 11, 2006 before President Judge, Fredric J. Ammerman be cancelled and upon the filing and service of the Amended Complaint, the Defendant be granted leave, without prejudice, to plead as his counsel chooses.

Respectfully submitted,

Dated: May 9, 2006


 Timothy E. Durant, Esquire Attorney for
 Bradley B. Blackwood, Defendant

Dated: May 10, 2006


 Benjamin R. Bibler, Esquire Attorney for
 GE Commercial Finance, Plaintiff

FILED

MAY 09 2006

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

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA. STYERS
AS PERSONAL GUARANTORS,

Defendants

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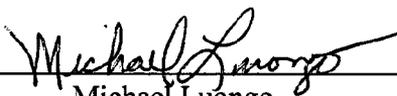
No. 05-1365-CD

AFFIDAVIT OF SERVICE

MICHAEL LUONGO, certifies that on May 11, 2006 he did deposit in the United States mail a true and correct copy of the Order of Court, dated May 11, 2006, issued in the above captioned matter.

The said Order of Court was sent to GE COMMERCIAL FINANCE, Plaintiff care of its counsel, BENJAMIN R BIBLER, ESQ. of the firm of WELTMAN, WEINBERG & REIS, L.P.A. at his address which is 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Michael Luongo

Dated: May 11, 2006

FILED
O 3:10 P.M. GK
MAY 11 2006 No CC
11
William A. Shaw (K)
Prothonotary/Clerk of Courts

FILED

MAY 10 2006

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

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS,
Defendants

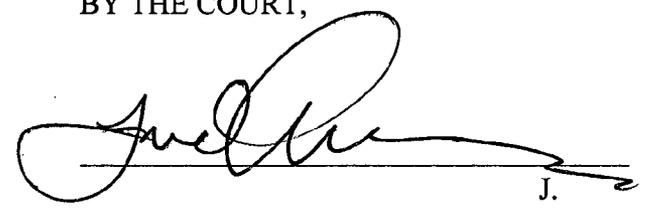
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No. 05-1365-CD

ORDER OF COURT

AND NOW, this 11 day of May, 2006, upon agreement of Counsel for both Defendant Bradley B. Blackwood and the Plaintiff, it is hereby Ordered that the hearing on the Preliminary Objections to the Complaint of Plaintiff filed in the above matter by Defendant Bradley B. Blackwood scheduled for May 11, 2006 at 10:30 a.m. is hereby cancelled and Plaintiff shall file an Amended Complaint within 20 days from the date of this Order.

BY THE COURT,



FILED^{2cc}
01:03/01 Atty Durant
MAY 11 2006 (will serve)
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 11 2006

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

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05- 1365 - CD

vs.

AMENDED COMPLAINT IN CIVIL ACTION

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04388947

FILED ^{NO CC}
m1:0561
JUN 06 2006 (SM)

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05- 1365 - CD

vs.

AMENDED COMPLAINT IN CIVIL ACTION

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

AMENDED COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFARRAL SERVICE
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, ext. 1300-1301

AMENDED COMPLAINT

1. Plaintiff is a corporation having offices in 4650 Regent Boulevard, Suite 300, Irving TX 75063.
2. Defendant Michael Styers Trucking, Inc. is a Corporation with a last known mailing address of 1109 Daisy Street, Clearfield, PA 16830.
3. Defendant Michael Styers is an adult individual with a last known address of 1109 Daisy Street, Clearfield, PA 16830.
4. Defendant Bradley B. Blackwood is an adult individual with a last known address of 610 High Street, Curwensville, PA 16833.
5. Defendant Shelia S. Styers is an adult individual with a last known address of 1109 Daisy Street, Clearfield, PA 16830.
6. "Associates Commercial Corporation" was the original contracting party with the Defendants.
7. "Associates Commercial Corporation" changed its name to "Citicapital Commercial Corporation." A true and correct copy of the Certificate documenting said change is attached hereto, marked as Exhibit "1" and made a part hereof.
8. Plaintiff bought "Citicapital Commercial Corporation." An Affidavit of sale is attached hereto, marked as Exhibit "2" and made a part hereof.

COUNT I

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

10. On or about February 24, 1998, MBV trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 1") in favor of Plaintiff. A true and correct copy of said Agreement 1 is attached hereto, marked as Exhibit "3" and made a part hereof.

11. On or about December 16, 1998, Agreement 1 was amended. A true and correct copy of the Amendment is attached hereto, marked as Exhibit "4" and made a part hereof.

12. Pursuant to said Agreement 1, MBV trucking, Inc. took possession of the Truck more particularly identified in Schedule "A" as a 1999 Freightliner, serial number 1FUPCXYB5XLA17045.

13. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. A true and correct copy of the Transfer and Assumption Agreement is attached hereto, marked as Exhibit "5" and made a part hereof.

14. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

15. Plaintiff avers that a payoff balance of \$65,048.34 is due from Defendant Michael Styers Trucking, Inc as of July 11, 2001.

16. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

17. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count I against Defendant Michael Styers Trucking, Inc. in the amount of \$65,048.34 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001 and costs.

COUNT II

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

19. On or about May 12, 1999, MBV trucking, Inc. added an additional Freightliner to Agreement 1. A true and correct copy of said Delivery and Acceptance Certificate with payment schedules are attached hereto, marked as Exhibit "6" and made a part hereof.

20. MBV trucking, Inc. took possession of the Truck more particularly identified as a 2000 Freightliner, serial number 1FUPCSZBXXLB90089.

21. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. See Exhibit "5."

22. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

23. Plaintiff avers that a payoff balance of \$84,113.55 is due from Defendant Michael Styers Trucking, Inc. as of July 11, 2001.

24. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

25. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principle balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count II against Defendant Michael Styers Truckin, Inc. in the amount of \$84,113.55 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT III

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

27. On or about August 3, 1999, Defendant Michael Styers Trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 2") in favor of Plaintiff. A true and correct copy of said Agreement 2 is attached hereto, marked as Exhibit "7" and made a part hereof.

28. Pursuant to said Agreement 2, Defendant Michael Styers Trucking, Inc. took possession of the Trucks more particularly identified in Schedule "A" as a 2000 Freightliner, serial number 1FUPDXYB5YLB12464 and a 2000 Freightliner, serial number 1FUPDXYB3YLB12461.

29. On or about October 7, 1999, a document correction notice was sent to Defendant Michael Styers Trucking Inc. correcting an inaccuracy involving the serial number of one of the trucks. A true and correct copy of the Notice is attached hereto, marked as Exhibit "8" and made a part hereof.

30. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 2 by not having made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

31. Plaintiff avers that a payoff balance of \$73,389.61 is due from Defendant Michael Styers Trucking, Inc. as of July 11, 2001.

32. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

33. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any other part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count III against Defendant Michael Styers Trucking, Inc. in the amount of \$73,389.61 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT IV

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

35. On or about February 9, 2000, Defendant Michael Styers Trucking Inc. entered into a Conditional Sale Contract (hereinafter "Agreement 3") in favor of Plaintiff. A true and correct copy of said Agreement 3 is attached hereto, marked as Exhibit "9" and made a part hereof.

36. Defendant Michael Styers Trucking, Inc. took possession of the truck more particularly identified as a 2000 Freightliner, serial number 1FUPCXBOYLA17052.

37. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 3 by failing to make payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

38. Plaintiff avers that a payoff balance of \$59,744.72 is due from the Defendant Michael Styers Trucking, Inc. as of June 26, 2001.

39. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

40. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count IV against Defendant Michael Styers Trucking, Inc. in the amount of \$59,744.72 with continuing interest thereon at the Contractual rate 18% per annum from June 26, 1001, plus costs.

COUNT V

41. On or about February 23, 1998, Defendant Bradley B. Blackwood entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "10" and made a part hereof.

42. On or about February 23, 1998, Defendant Michael Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "11" and made a part hereof.

43. On or about May 12, 1999, Defendant Sheila Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "12" and made a part hereof.

44. Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers personally guaranteed repayment of the balance due in the event of a default.

45. Plaintiff avers that a payoff balance of \$282,296.22 is due from Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers as of June 26, 2001.

46. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

47. Although repeatedly requested to do so by Plaintiff, Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers have willingly failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count V against Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers in the amount of \$282,296.22 with continuing interest thereon at the Contractual rate 18% per annum from July 11, 2001, plus costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Benjamin R. Bibler, Esquire

PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:04388983

State of Delaware

PAGE 1

Office of the Secretary of 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 CERTIFICATE OF AMENDMENT OF "ASSOCIATES COMMERCIAL CORPORATION", CHANGING ITS NAME FROM "ASSOCIATES COMMERCIAL CORPORATION" TO "CITICAPITAL COMMERCIAL CORPORATION", FILED IN THIS OFFICE ON THE SECOND DAY OF MAY, A.D. 2001, AT 3 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 CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JULY, A.D. 2001.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1113235

DATE: 05-03-01

0709017 8100

010212245

EXHIBIT

1

MAY-01-2002 15:05

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

Associates Commercial Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Associates Commercial Corporation be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"FIRST. The name of the corporation is CitiCapital Commercial Corporation."

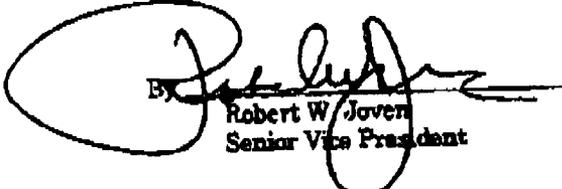
SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on July 1, 2001.

IN WITNESS WHEREOF, said Associates Commercial Corporation has caused this certificate to be signed by Robert W. Joven, its Senior Vice President this 24th day of April, 2001.

Associates Commercial Corporation

BY 
Robert W. Joven
Senior Vice President

AFFIDAVIT REGARDING TRANSFER OF CLAIM

STATE OF TEXAS)
)
COUNTY OF DALLAS) SS:

Ralph Coppola, being duly sworn, deposes and says:

1. Unless otherwise stated in this affidavit, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification, or as additional information becomes available, General Electric Capital Corporation will submit a supplemental affidavit to the Court reflecting such amended or modified information.

2. Since February 1, 2005, I have been a vice president in the Transportation Finance Division of General Electric Capital Corporation ("GE"). At all relevant times through January 31, 2005, I was an officer of CitiCapital Commercial Corporation ("CitiCapital").

3. Pursuant to that certain Purchase and Sale Agreement, dated as of November 22, 2004, and related ancillary documentation (the "Transaction"), GE acquired certain assets (the "Assets") from, among others, CitiCapital Commercial Corporation and CitiCapital Commercial Leasing Corporation.

4. In particular, as part of the Transaction, the Assets represented by the following account numbers have been transferred to GE:

<u>PMS Account Number</u>	<u>InfoLease Account Number</u>
1483161001	211-0094387-000
1483161002	211-0094388-000
1483161003	211-0094389-000

EXHIBIT
2

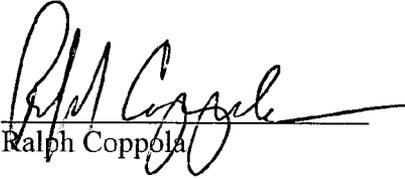
1483161004

211-0094390-000

Each of these accounts was acquired on February 1, 2005 as a part of the Transaction.

5. The said account(s) is/are set forth in the pleadings of GE in the captioned case and is/are the basis of the causes of action stated therein.

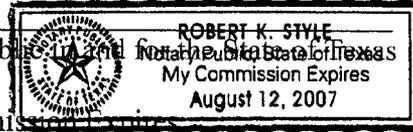
This concludes my affidavit.


Ralph Coppola

Sworn to and subscribed before me, a notary public in and for the State of Texas
on this 31st day of May, 2006.


Notary Public

Notary Public in and for the State of Texas
My Commission Expires August 12, 2007





TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of FEBRUARY 24, 1998 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mossie Blvd., Ste 800, Monroeville, PA 15146-2144 and MBV TRUCKING, INC. (hereinafter called "Lessee"), a Pennsylvania corporation with its principal place of business located at 327 A EAST MARKET STREET, CLEARFIELD, PA 16830.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below; Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. **INDEMNITIES:** The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred by or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. **LESSEE'S TAX RELATED INDEMNITIES** to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity.** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions, or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. **ALL OF LESSEE'S** obligations, indemnities and liabilities under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. **EXPENSE OF OPERATION AND MAINTENANCE** of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. **ADDITIONAL EQUIPMENT REQUIRED BY LAW.** In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. **NO WARRANTIES; LIMITATION ON LIABILITY:** Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED. Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor



DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 98-3, attached to the Lease.

Unit Number(s)

176457

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 12/29/98
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: DECEMBER 29, 1998

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

By: *X Michael Styer* Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8002 - PITTSBURGH
 CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
 SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER:

IN SERVICE DATE	UNIT NO.	VEHICLE YEAR, MAKE, MODEL DESCRIPTION	SERIAL NUMBER	SCHEDULE A VALUE	MO. RENTAL FACTOR	MONTHLY RENTAL	FINAL ADJ. PERCENTAGE	# MO. TERM	RESIDUAL VALUE
12/29/98	176497	1999 FREIGHTLINER, FLD12064T TRACTOR	1FUPCXYB5X1A17045	\$96,733.00	0.0654	\$1,600.00	SEE SCH "B"	60	\$24,183.75

VEHICLE DOMICILE: ROUTE 879, PO BOX 190 FRENCHVILLE PA 16836 CLEARFIELD TOWNSHIP
 STREET ADDRESS CITY STATE ZIP COUNTY TOWNSHIP

LESSOR: Associates Leasing, Inc.

CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*
 TITLE: Authorized Representative
 DATE: 12-29-98

BY: *[Signature]*
 TITLE: PRESIDENT
 DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: FEBRUARY 24, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates Leasing immediately.

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBIAGES

SCHEDULE "A" NUMBER: 98-3

Lessee agrees to pay one (1) payment upon delivery.

The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to .75 %.

The daily prorated rental amount shall be \$134.84 for each vehicle for unit number 176457.

The above Schedule "A" Value(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.

Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4481, et. seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor provided, however, that Lessee shall pay or reimburse Lessor therefor promptly following receipt of Lessor's invoice or bill in regard thereto.

The Lessee will register the above described units at a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on this taxable gross weight and above described in Service Doc

LESSOR: Associates Leasing, Inc.

BY: *[Signature]*

TITLE: Authorized Representative

DATE: 12-29-98

CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*

TITLE: PRESIDENT

DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 24, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

SCHEDULE B

FINAL ADJUSTMENT TABLE

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV Trucking, Inc. , dated February 24, 1998

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

<u>PAYMENT NO</u>	<u>CALCULATION DATE</u>	<u>FINAL ADJUSTMENT PERCENTAGE</u>	<u>PAYMENT NO</u>	<u>CALCULATION DATE</u>	<u>FINAL ADJUSTMENT PERCENTAGE</u>
1	01/01/99	100.34	31	07/01/01	67.30
2	02/01/99	99.44	32	08/01/01	65.99
3	03/01/99	98.53	33	09/01/01	64.66
4	04/01/99	97.60	34	10/01/01	63.33
5	05/01/99	96.67	35	11/01/01	61.98
6	06/01/99	95.72	36	12/01/01	60.63
7	07/01/99	94.76	37	01/01/02	59.28
8	08/01/99	93.78	38	02/01/02	57.89
9	09/01/99	92.79	39	03/01/02	56.50
10	10/01/99	91.79	40	04/01/02	55.10
11	11/01/99	90.77	41	05/01/02	53.69
12	12/01/99	89.74	42	06/01/02	52.28
13	01/01/00	88.70	43	07/01/02	50.86
14	02/01/00	87.64	44	08/01/02	49.43
15	03/01/00	86.57	45	09/01/02	47.99
16	04/01/00	85.50	46	10/01/02	46.54
17	05/01/00	84.40	47	11/01/02	45.09
18	06/01/00	83.28	48	12/01/02	43.62
19	07/01/00	82.15	49	01/01/03	42.14
20	08/01/00	80.99	50	02/01/03	40.66
21	09/01/00	79.83	51	03/01/03	39.17
22	10/01/00	78.64	52	04/01/03	37.66
23	11/01/00	77.44	53	05/01/03	36.15
24	12/01/00	76.22	54	06/01/03	34.63
25	01/01/01	74.99	55	07/01/03	33.11
26	02/01/01	73.73	56	08/01/03	31.58
27	03/01/01	72.47	57	09/01/03	30.04
28	04/01/01	71.19	58	10/01/03	28.50
29	05/01/01	69.90	59	11/01/03	26.95
30	06/01/01	68.61	60	12/01/03	25.00

This Schedule B is effective for and applicable to only those Vehicles described on Schedule A No. 98-3
 dated December 29, 1998

Dated: December 29, 1998

ASSOCIATES LEASING, INC., LESSOR

MBV Trucking, Inc. , LESSEE

By: *D. Collins-Hicks*

By: *x Michael Steyer*

Title: Authorized Representative

Title: President

AMENDMENT TO LEASE AGREEMENT

This Amendment is attached to and specifically incorporated into that certain Truck Lease Agreement (TRAC/Non-Maintenance) dated February 24, 1998, (the "Lease") between Associates Leasing, Inc. (the "Lessor") and MVB Trucking, Inc. (the "Lessee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree as follows:

1. Sections 3 and 6 of the Lease are hereby deleted and the following inserted in lieu thereof:

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight (48) hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is not on the first day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor.

and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Lessee will pay Lessor, in advance, on the first day of each calendar month the Monthly Rental for each Vehicle set forth in Schedule "A", whether or not Lessee shall have received a statement for such amount. If the delivery date of a Vehicle is other than the first day of the month, the first full Monthly Rental for each such Vehicle will begin as of the first day of the next succeeding month and Lessee will pay Lessor the

EXHIBIT

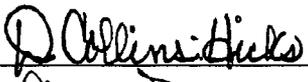
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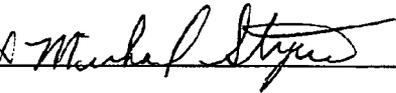
Monthly Rental on a daily prorated basis for the month of delivery. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

2. This Amendment shall be effective as of December 16, 1998.
3. Except as expressly modified hereby, the Lease is and shall remain in full force and effect.

ASSOCIATES LEASING, INC.

LESSEE: MBV Trucking, Inc.

By: 
Title: 

By: 
Title: President

TRANSFER AND ASSUMPTION AGREEMENT

Old Client # 02-203379
New Client # 02-206037
Unit # 176403

This Transfer and Assumption Agreement dated November 16, 1999, is entered into by and between MBV Trucking, Inc. ("Transferor"), Michael Stvers Trucking, Inc. ("Transferee"), Associates Leasing, Inc. ("Lessor"), and any guarantor signing below.

WHEREAS, Transferor and Lessor have entered into that certain Truck Lease Agreement (TRAC /Non-Maintenance) dated February 24, 1998, a copy of which is attached hereto and specifically incorporated herein the "Lease", and together with any guarantees and other documents executed in connection therewith the "Documents") wherein Lessor leased to Transferor certain vehicles described therein (the "Vehicles"); and

WHEREAS, Transferor has advised Lessor that Transferor desires to transfer to Transferee, and that Transferee desires to acquire Transferor's interest as lessee in the Lease, but Transferor is prohibited from doing so without first obtaining the written consent of Lessor to such transfer. Transferor has requested Lessor to consent to the transfer of Transferor's interest as lessee in the Lease by Transferor to Transferee. Lessor will give its written consent to such transfer provided that (i) this Agreement is executed by Transferor and Transferee and delivered to Lessor; (ii) any guarantors and/or endorsers of Transferor's obligations under the Lease (individually and collectively called the "Guarantor") execute this Agreement or such other consent and acknowledgment of the continuation of their obligations and liabilities under the Lease as Lessor may require; (iii) the ownership rights of Lessor in the Vehicles are and continue to be valid, first, prior to all others and effective against all persons whether such persons are claiming by, through or under Transferor, Transferee or any other person; and (iv) Transferee pays Lessor a \$ 100.00 transfer fee.

NOW THEREFORE, Transferor, for good and valuable consideration paid to Transferor by Transferee, hereby assigns to Transferee, all of Transferor's interest as lessee in and to the Lease subject to the terms, conditions and agreements hereof and of the Lease.

In consideration of the written consent of Lessor, Transferee hereby promises to pay the Monthly Rentals to Lessor in accordance with the Lease and assumes all of the obligations and liabilities of Transferor contained in the Lease as though Transferee was the original lessee of the Vehicles.

Transferor agrees that, notwithstanding the transfer referred to herein, Transferor is in no way released from its obligations set forth in the Lease, but is and shall continue to be firmly bound thereby.

Transferor represents to Lessor and Transferee that no event of default is now existing under the Lease.

Transferee agrees that no warranties have been made as to the Vehicles by Lessor, that LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE VEHICLES FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED and that Lessor shall not under any circumstances be liable for any loss or damage whatsoever including, without limitation, loss of anticipatory profits or for consequential damages.

Transferor and Transferee agree to promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to accomplish such transfer and to protect Lessor's ownership of the Vehicles, including, without limitation, filing financing statements, recording documents, and obtaining Certificates of Title (to the extent permitted by law), Lessor assuming no responsibility therefor.

Guarantor consents to the above transfer, and agrees that such transfer shall not affect its obligations and liabilities, which obligations and liabilities shall remain in full force and effect. Transferor and Guarantor each acknowledges that Lessor may, without notice to any of them and without affecting any of their obligations and liabilities, elect any remedy, compound or release any rights against Transferee or any other persons obligated under the Documents, release all or any part of the Vehicles, on terms satisfactory to Lessor, by operation of law or otherwise, and settle, compromise or adjust any and all rights against and grant extensions of time of payment to Transferee or any other persons obligated under the Lease.

The Vehicles will be kept at: 1109 Daisy Street, Clearfield, PA 16830

Present location of the Vehicles if different from the foregoing: (Street Address & City) (County) (State/Province & Zip Code)

This Transfer and Assumption Agreement shall be effective only upon acceptance by Lessor as indicated below.

No oral agreement, guaranty, promise, representation or warranty shall be binding on Lessor. Each of the parties executing this Agreement acknowledges receipt of a copy hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

TRANSFEROR: MBV Trucking, Inc.
Michael Stvers
TITLE: President
BY:
TITLE:

TRANSFEEE: Michael Stvers Trucking, Inc.
Michael Stvers
TITLE: President
ADDRESS: 1109 Daisy Street
Clearfield, Clearfield, PA 16830
City, County, State/Province and Zip Code
Witnesses to Transferee's Signature
Dontermacke
(Witness)

GUARANTOR: Bradley B. Blackwood
GUARANTOR: Michael C. Stvers
BY:
TITLE: Individually
TITLE: Individually

Lessor hereby consents to the above transfer and assumption pursuant to the terms and conditions of the above agreement.

DATE: November 16, 1999

ASSOCIATES LEASING, INC.
BY:
TITLE:

EXHIBIT
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DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 99-1, attached to the Lease.

Unit Number(s)

187725

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 05/12/99
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: MAY 12, 1999

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

EXHIBIT
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By: Michael Stevens Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8003 - PITTSBURGH
CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBAGES

SCHEDULE "A" NUMBER:

Lessee agrees to pay one (1) payment upon delivery.

The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to 7.5%.

The above Schedule "A" Value(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.

Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4481, et seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor, provided, however, that Lessee shall pay or reimburse Lessor therefor promptly following receipt of Lessor's invoice or bill in regard thereto.

The Lessee will register the above described units as a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on this taxable gross weight and above described in Service Due

LESSOR: Associates Leasing, Inc.

BY: Patricia A. Williams

TITLE: Authorized Representative

DATE: 5-12-99

CLIENT: MBV TRUCKING, INC.

BY: Michael D. Stiles

TITLE: PRESIDENT

DATE: MAY 12, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 24, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8002 - PITTSBURGH
 CLIENT NO: 07-203379

ASSOCIATES LEASING, INC.
 SCHEDULE "A" - EVEN PAYMENTS

SCHEDULE "A" - NUMBER :

99-1

IN SERVICE DATE	UNIT NO.	VEHICLE YEAR, MAKE, MODEL DESCRIPTION	SERIAL NUMBER	SCHEDULE A VALUE	MO. RENTAL FACTOR	MONTHLY RENTAL	FINAL ADJ. PERCENTAGE	# MO. TERM	RESIDUAL VALUE
09/12/99	187735	1999 FREIGHTLINER, FL/D120 TRACTOR	1FJPC5ZBXXLB90089	\$94,732.00	1.717	\$1,626.55	SEE SCH "B"	60	\$23,683.00

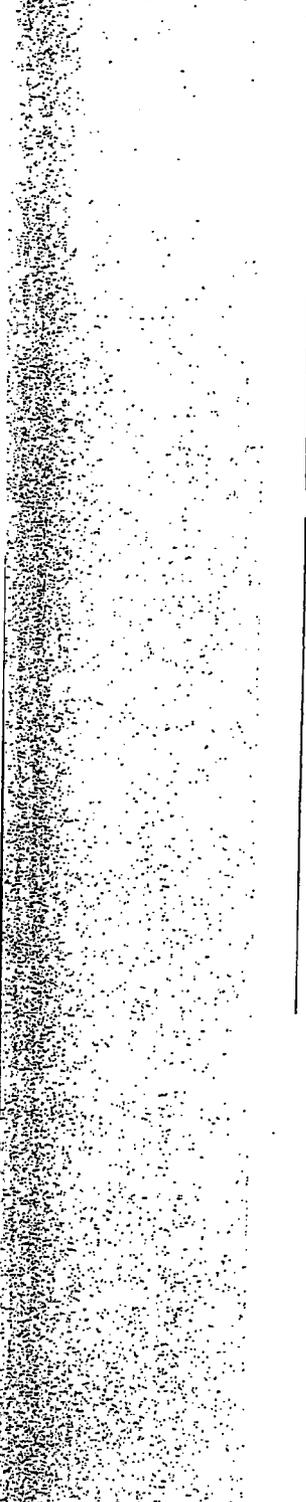
VEHICLE DOMICILE: ROUTE 879, PO BOX 190
 STREET ADDRESS: FRENCHVILLE PA 16836
 CITY STATE ZIP
 CLEARFIELD COUNTY TOWNSHIP

LESSOR: Associates Leasing, Inc. CLIENT: MBV TRUCKING, INC.

BY: *[Signature]* BY: *[Signature]*
 TITLE: Authorized Representative TITLE: PRESIDENT

DATE: 5/12/99 DATE: MAY 12, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: FEBRUARY 24, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.



**SCHEDULE B
FINAL ADJUSTMENT TABLE**

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV TRUCKING, INC., dated February 24, 1998.

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

<u>CALCULATION DATE</u>	<u>PAYMENT NO.</u>	<u>FINAL ADJUSTMENT PERCENTAGE</u>	<u>CALCULATION DATE</u>	<u>PAYMENT NO.</u>	<u>FINAL ADJUSTMENT PERCENTAGE</u>
Jun 1, 1999	1	100.21	Dec 1, 2001	31	68.59
Jul 1, 1999	2	99.35	Jan 1, 2002	32	67.32
Aug 1, 1999	3	98.47	Feb 1, 2002	33	66.04
Sep 1, 1999	4	97.58	Mar 1, 2002	34	64.74
Oct 1, 1999	5	96.68	Apr 1, 2002	35	63.44
Nov 1, 1999	6	95.76	May 1, 2002	36	62.12
Dec 1, 1999	7	94.84	Jun 1, 2002	37	60.78
Jan 1, 2000	8	93.90	Jul 1, 2002	38	59.43
Feb 1, 2000	9	92.96	Aug 1, 2002	39	58.07
Mar 1, 2000	10	92.00	Sep 1, 2002	40	56.70
Apr 1, 2000	11	91.03	Oct 1, 2002	41	55.32
May 1, 2000	12	90.04	Nov 1, 2002	42	53.93
Jun 1, 2000	13	89.05	Dec 1, 2002	43	52.53
Jul 1, 2000	14	88.04	Jan 1, 2003	44	51.11
Aug 1, 2000	15	87.02	Feb 1, 2003	45	49.69
Sep 1, 2000	16	85.98	Mar 1, 2003	46	48.25
Oct 1, 2000	17	84.93	Apr 1, 2003	47	46.80
Nov 1, 2000	18	83.86	May 1, 2003	48	45.34
Dec 1, 2000	19	82.77	Jun 1, 2003	49	43.87
Jan 1, 2001	20	81.67	Jul 1, 2003	50	42.38
Feb 1, 2001	21	80.55	Aug 1, 2003	51	40.88
Mar 1, 2001	22	79.42	Sep 1, 2003	52	39.37
Apr 1, 2001	23	78.28	Oct 1, 2003	53	37.84
May 1, 2001	24	77.11	Nov 1, 2003	54	36.31
Jun 1, 2001	25	75.93	Dec 1, 2003	55	34.76
Jul 1, 2001	26	74.74	Jan 1, 2004	56	33.20
Aug 1, 2001	27	73.53	Feb 1, 2004	57	31.63
Sep 1, 2001	28	72.31	Mar 1, 2004	58	30.05
Oct 1, 2001	29	71.08	Apr 1, 2004	59	28.44
Nov 1, 2001	30	69.84	May 1, 2004	60	25.00

This Schedule B is effective for and applicable to only those Vehicle(s) described on Schedule A No. 99-1 dated May 12, 1999.

Dated: May 12, 1999

ASSOCIATES LEASING, INC., LESSOR

By: Diana B. Collins

Title: Authorized Representative

MBV TRUCKING, INC., LESSEE

By: Michael Stevens

Title: President



TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of AUGUST 3, 1999 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mossie Blvd., Ste 200 Monroeville, PA 15146-2144 and MICHAEL C. STYBINS TRUCKING, INC. (hereinafter called "Lessee"), a corporation with its principal place of business located at ROUTE 879 & STONEHOUSE ROAD, LECONTES, PA 15002.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below; Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. **INDEMNITIES:** The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred by or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. **LESSEE'S TAX RELATED INDEMNITIES** to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity:** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions, or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. **ALL OF LESSEE'S** obligations, indemnities and liabilities under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. **EXPENSE OF OPERATION AND MAINTENANCE** of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. **ADDITIONAL EQUIPMENT REQUIRED BY LAW.** In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. **NO WARRANTIES; LIMITATION ON LIABILITY:** Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED. Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor

hereby assigns to Lessee any rights Lessor may have under any manufacturer's or seller's warranty, to the extent that such assignment may be made without impairing Lessor's ability to assert such rights in its own name and under such warranty. No suit, claim or settlement shall be brought or made by Lessee against or with the manufacturer or seller without the prior written consent of Lessor.

14.A. DEFAULT under this Lease shall occur in the event (i) Lessee shall fail to pay when due any part of the Monthly Rentals, Additional Rents or Adjusted Rents payable hereunder or to provide or maintain the insurance required hereby; (ii) any of Lessee's warranties or representations shall be or become untrue or breached; (iii) Lessee shall fail, after fifteen days notice thereof, to correct any failure in the due performance and observance of any other of the covenants and obligations of Lessee hereunder; (iv) Lessee shall default under any other agreement with Lessor or its affiliates; (v) Lessee transfers a substantial portion of its assets other than in the ordinary course of business; (vi) a voluntary or involuntary petition under any statute relating to bankruptcy, reorganization or receivership or under any other statute relating to the relief of debtors shall be filed by or against Lessee or any guarantor of Lessee's obligations hereunder; or (vii) Lessee or any guarantor of Lessee's obligations hereunder shall make an assignment for the benefit of creditors, admit in writing to being insolvent or, if Lessee or such guarantor is a natural person, if such person shall die.

14.B. LESSOR'S REMEDIES:

(1) In the event of such default described above, Lessor shall have no further obligation to lease vehicles to Lessee and, at the option of Lessor, all rights of Lessee hereunder and in and to the Vehicles shall forthwith terminate. Upon such termination Lessee agrees that Lessor may, without notice to Lessee, either take possession of any or all Vehicles (with or without legal process) or require Lessee to return all Vehicles forthwith to Lessor at such location as Lessor shall designate. Lessee authorizes Lessor and Lessor's agents to enter any premises where the Vehicles may be found for the purpose of repossessing the same. If Lessor retakes possession of any of the Vehicles and at the time of such retaking there shall be in, upon, or attached to the Vehicles any property, goods, or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property, goods, and things of value and hold the same for Lessee or to place such property, goods, or things of value in public storage for the account of, and the expense of, Lessee. Lessor may at its option (i) sell any or all of the Vehicles which are returned or repossessed pursuant to this Section and hold Lessee liable for Adjusted Rental as provided in Section 9, or (ii) lease any or all of the Vehicles to a person other than Lessee for such term and such rental as Lessor may elect in its sole discretion, and apply the proceeds of such lease, after first deducting all costs and expenses relating to the termination of this Lease and the retaking of the Vehicles, to Lessee's obligations hereunder; provided, however, that Lessee shall pay to Lessor immediately upon demand, as liquidated damages for loss of bargain and not as a penalty, a sum with respect to each such Vehicle which represents the excess of the present value at the time of termination of all Monthly Rentals which would otherwise have accrued hereunder to the end of the Maximum Term for such Vehicle over the present value of the aggregate of the rentals to be paid for such Vehicle by such third party for such period (such present values to be computed in each case on the basis of a discount factor equal to the per annum lending rate publicly announced from time to time by Continental Illinois National Bank and Trust Company of Chicago as its prime rate, base rate or reference rate for unsecured loans of the shortest maturity to corporate borrowers in effect on the date this Lease is terminated by Lessor, from the respective dates upon which such Monthly Rentals would have been payable hereunder had this Lease not been terminated). In addition to the other remedies set forth herein, if any Vehicle is not returned to Lessor, or if Lessor is prevented from taking possession thereof, Lessee shall pay to Lessor immediately upon demand Adjusted Rental as provided in Section 9, as if such Vehicle had been sold on the date this Lease was terminated, and the amount of net sale proceeds therefor were zero.

(2) Whether or not the Vehicles are returned to, sold or leased by Lessor, Lessor shall also recover from Lessee all unpaid Monthly Rentals, Additional Rents and Adjusted Rents then due or owing together with all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement of its rights and remedies under this Lease. In addition, Lessor may retain as liquidated damages all Monthly Rentals and Additional Rents and sale proceeds received, including any refunds and other sums which otherwise would be payable to Lessee, and a sum equal to the aggregate of all Monthly Rentals and other amounts, including but not limited to any early termination fee customarily charged by Lessor, (the due dates of which Rentals and other amounts Lessor may accelerate at its option) which would have been due during the period ending, for each Vehicle, on the earliest date on which Lessee could have effectively terminated this Lease as to such Vehicle pursuant to Section 3 if Lessee had not defaulted.

(3) The remedies in this Lease provided in favor of Lessor shall not be deemed exclusive or alternative, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. Lessee hereby waives any right to trial by jury in any action relating to this Lease, as well as any requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The failure of Lessor to exercise any of the rights granted it hereunder shall not constitute a waiver of any such right or establish a custom or course of dealing.

15. NEITHER THIS LEASE, any rights or obligations hereunder, nor any rights in or to the Vehicles may be assigned or subleased by Lessee without the prior written consent of Lessor and no such assignment or sublease shall be valid or binding on Lessor. Lessor may assign this Lease or an interest hereunder or in the Vehicles for any purpose without consent of or notice to Lessee.

16. LESSEE AGREES that at any time and from time to time, after the execution and delivery of this Lease, it shall, upon request of Lessor, execute and deliver such further documents and do such further acts and things as Lessor may reasonably request in order fully to effect the purposes of this Lease and to protect Lessor's interest in the Vehicles, including, but not limited to, furnishing any and all information necessary to enable Lessor or its insurer to defend itself in any litigation arising in connection herewith. Lessee hereby authorizes Lessor to insert serial numbers, delivery and Monthly Rental due dates and other data on the Schedules, Delivery Receipts and other documents relating hereto when such numbers, dates and data become known to Lessor.

17. NOTICES required or permitted to be given hereunder shall be given in writing either personally or by registered or certified mail addressed to the respective party at its address listed on page one hereof or, if such party has previously given notice of a change of address, to the address specified in the last such notice of change of address. Notices shall be deemed received when delivered if personally delivered or, if mailed, two business days after deposit postage prepaid in the United States mails.

18. THIS LEASE will become effective only upon acceptance by Lessor. This form is intended for general use throughout the United States. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be ineffective in such jurisdiction to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is the intention of the parties hereto that this contract constitute a lease for tax and other purposes; however, if for purposes of perfection, this contract is interpreted by any court as a lease intended as security, Lessee hereby grants to Lessor a security interest in the vehicles. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Lease and any Schedules and other documents relating hereto may be modified only in a writing signed by the party against whom enforcement is sought. No vehicle dealer nor any employee or agent of any dealer or of any other person has authority to make any representations to Lessee on Lessor's behalf as to the performance of the Vehicles, or as to any provision of this Lease or as to any other matter whatsoever. Lessee has no authority to, and shall not, make any warranty or representation concerning the Vehicles to any person on Lessor's behalf.

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING LESSEE

Witness (or Agent):

[Handwritten Signature]

By *[Handwritten Signature]*

Title SOLE PROPRIETOR T.I.N. 232-89-3585

Accepted on

8-3-99

(Date)

ASSOCIATES LEASING, INC., LESSOR

By *[Handwritten Signature]*

Title *[Handwritten Signature]*

LESSEE CERTIFICATION

With respect to that certain Truck Lease Agreement entered into as of AUGUST 3, 1999 by and between Associates Leasing, Inc. ("Lessor") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING ("Lessee"), Lessee hereby certifies, under penalty of perjury, that Lessee intends that more than 50 percent of the use of the property subject to such Truck Lease Agreement is to be in a trade or business of the Lessee. Lessee has been advised by Lessor, and acknowledges, that Lessee will not be treated as the owner of the property subject to the Truck Lease Agreement for Federal income tax purposes.

MICHAEL C. STYERS
LESSEE: DBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*

TITLE: SOLE PROPRIETOR

DATE: AUGUST 3, 1999

CROSS COLLATERAL SECURITY/CROSS DEFAULT AGREEMENT

This Agreement is by and between Associates Commercial Corporation ("ACC"), Associates Leasing, Inc. ("ALI") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING (the "Company").

WHEREAS, ALI has and/or may hereafter acquire and/or enter into Contracts (as defined herein) with the Company, and

WHEREAS, ACC has and/or may hereafter acquire and/or enter into Contracts with the Company, and

WHEREAS, the Company desires that ALI and/or ACC, as appropriate, acquire or enter into one or more such Contracts, and

WHEREAS, it is a condition precedent to ALI and/or ACC, as appropriate, acquiring or entering into such Contracts that the Company shall agree to all the terms and conditions included herein, and

WHEREAS, since the terms and conditions included in this Agreement will affect each of the Contracts, the Company desires the agreement of ALI and ACC to the terms and conditions hereof.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The following terms as used herein shall be defined as follows:

- a. "Contracts" shall mean all present and future (i) conditional sale contracts, lease agreements, security agreements, notes and other like agreements which ACC or ALI may acquire arising from the sale or lease to the Company of equipment and/or inventory from any vendor or lessor, and (ii) lease agreements, security agreements, direct loan agreements, notes and other agreements of any kind between the Company and ACC and/or ALI.
- b. "Collateral" shall mean all the present and future equipment, inventory, and other property described in and subject to the Contracts and/or which secures the performance of the Company thereunder, together with all the cash and non-cash proceeds of all of the foregoing.
- c. "Obligations" shall mean all the present and future duties, liabilities and obligations due to ACC and/or ALI from the Company under the Contracts whether joint or several, direct or indirect, absolute or contingent, secured or unsecured, or matured or unmatured.

2. Each item of Collateral shall secure the payment and other performance by the Company of each of the Obligations and shall continue to do so unless and until all of the Obligations are paid in full and otherwise satisfied and the Contracts have been fully performed by the Company. ACC and ALI shall retain their security interest in the Collateral as security for the Company's performance of the Obligations notwithstanding the payment in full or other complete performance by the Company of one or more Obligations or Contracts.

3. A default by the Company under one or more of the Contracts shall constitute a default by the Company under each of the Contracts. Following such a default, ACC and ALI may immediately exercise all the rights and remedies (i) of a secured party under the Uniform Commercial Code, (ii) otherwise accorded ACC or ALI under any of the Contracts whether or not such rights or remedies are specifically set forth in the Contract being enforced, and (iii) otherwise lawfully available to ACC and ALI.

4. The parties hereto intend by this Agreement (i) to create cross default conditions among all the Contracts, and (ii) to create cross security rights and remedies in the favor of ACC and ALI with respect to the Collateral and the Obligations. All the rights and remedies granted to ACC and ALI hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect the rights and remedies of ACC and ALI under the Contracts or under any statute, judicial decision or rule of law. This Agreement shall become a part of and specifically incorporated in the Contracts. Except as expressly modified herein, all the terms and conditions included in the Contracts shall remain in full force and effect. This Agreement may be modified only through the written agreement of each party hereto and shall inure to the benefit of the successors and assigns of ACC and ALI and shall be binding upon the successors and assigns of the Company. The Company may not assign its rights and/or obligations hereunder without the prior written consent of ACC and ALI.

Dated: AUGUST 3, 1999

ASSOCIATES COMMERCIAL CORPORATION

BY: *[Signature]*

TITLE: *Office mgr.*

ADDRESS: 2790 Mosside Blvd., Ste 800
Monroeville, PA 15146-2144

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING

BY: *[Signature]*

TITLE: SOLE PROPRIETOR

ADDRESS: ROUTE 879 & STONEHOUSE ROAD
LECONTES MILLS, PA 16850

ASSOCIATES LEASING, INC.

BY: *[Signature]*

TITLE: *Treas. Rep.*

ADDRESS: 2790 Mosside Blvd., Ste 800
Monroeville, PA 15146-2144

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-204513

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER:

99-1

IN SERVICE DATE	UNIT NO.	VEHICLE YEAR, MAKE, MODEL DESCRIPTION	SERIAL NUMBER	SCHEDULE A VALUE	MO. RENTAL FACTOR	MONTHLY RENTAL	FINAL ADJ. PERCENTAGE	# MO. TERM	RESIDUAL VALUE
08/03/99	183784	2000 FREIGHTLINER, FL0120 TRACTOR	1FUPDXVB33VLB12461	\$82,457.00	.01717	\$1,415.79	SEE SCH "B"	60	\$20,614.25

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD
STREET ADDRESS

LECONTE'S MILLS
CITY

PA 16850
STATE ZIP

CLEARFIELD
COUNTY

TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

BY: *Dennis Williams*
TITLE: Authorized Representative

DATE: 8-3-99

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*
TITLE: SOLE PROPRIETOR

DATE: AUGUST 3, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: AUGUST 3, 1999
BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C.
STYERSDBA MICHAEL C. STYERS TRUCKING

Branch: 8002 - PITTSBURGH
CLIENT NO:

02-204513

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER:

99-2

IN SERVICE DATE: 08/13/99
UNIT NO.: 194738
VEHICLE YEAR, MAKE, MODEL DESCRIPTION: 2000 FREIGHTLINER, FLD120 TRACTOR

SERIAL NUMBER: 1FUPDXYB5YLBI2464

SCHEDULE A VALUE: \$82,457.00

MO. RENTAL FACTOR: .01717

MONTHLY RENTAL: \$1,415.79

FINAL ADJ. PERCENTAGE: SEE SCH "B"

MO. TERM: 60

RESIDUAL VALUE: \$20,614.25

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD
STREET ADDRESS

LECONTES MILLS
CITY

PA 16850
STATE ZIP

CLEARFIELD
COUNTY

TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

BY: *Diana Williams*
TITLE: Authorized Representative

DATE: 8-13-99

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*
TITLE: SOLE PROPRIETOR

DATE: AUGUST 13, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999 BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING



ASSOCIATES LEASING, INC.
A SUBSIDIARY OF ASSOCIATES CORPORATION OF NORTH AMERICA

DOCUMENTATION CORRECTION NOTICE

For your file, to be attached to and made a part of the document described below.

October 7, 1999

Lessee Name:

Client #: 02-204513

Unit #: 194758

Michael C. Styers dba Michael C. Styers Trucking
Attn: Michael C. Styers
Route 879 & Stonehouse Rd.
Lecontes Mills, PA 16850

Document(s): Schedule A & VPO

Truck Lease Agreement Dated: August 3, 1999
Transaction Date: August 13, 1999

A recent audit of the above noted document(s), copy(s) of which is (are) attached hereto, has revealed an error concerning:

The serial number reads as 1FUPDXYB5YLB12464.

The correct information for the document(s) mentioned is as follows:

The serial number should read as 1FUPDXYB5YLB12462.

This notice shall hereinafter become attached to and specifically incorporated in the above noted "Truck Lease Agreement."

Should you have any questions in this regard, please call Robin Nichols at 972-652-2589.

Thank you.

EXHIBIT
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**SECURITY AGREEMENT
(Conditional Sale Contract)**

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

Year	Make	Model	Description	Identification Number
2000	FREIGHTLINER	FLD13264T	TRACTOR	1FUPCXYB0YLA17052

Collateral Will Be Kept At (Address): RT 879/STONEHOUSE RD, LECONTES MILL County CLEARFIELD State PA

INSURANCE COVERAGE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

↑
CHECK ONE
↓

Buyer has obtained the required coverages through:

WM BOWLEY INSURANCE AGENC 203A BEAVER DRIVE DU BOIS, PA 16801
(Agent's Name and Address)

GREAT AMERICAN INSURANCE
(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

Buyer desires Credit Insurance: Premium \$ _____
(Enter above and in 4(b) - INSURANCE CHARGES)

↑
CHECK ONE
↓

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b) - Insurance Charges.

Buyer does not want Credit Insurance.

BUYER *Michael Styers* Date 02/09/00

(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

1. CASH PRICE	\$	90,000.00
2. (a) Cash Down Payment	\$	0.00
Trade-In:		
Gross Allowance	\$	0.00
Less Amount Owning	\$	0.00
(b) Trade-In (Net Allowance)	\$	0.00
Description of Trade-In:		
TOTAL DOWN PAYMENT (a + b)	\$	0.00
3. UNPAID CASH		
PRICE BALANCE (1 Minus 2)	\$	90,000.00
4. INSURANCE COSTS		
(a) Physical Damage Insurance coverage, as checked below, for _____ months from the date hereof <u>02/09/00</u>	\$	0.00
<input type="checkbox"/> \$ _____ Deductible Fire, Theft, Combined Additional Coverage, and Deductible Collision; or	\$	
<input type="checkbox"/> \$ _____ Deductible Comprehensive and Deductible Collision.	\$	
(b) Credit Life Insurance for the term of the credit only	\$	0.00
TOTAL INSURANCE COSTS (a + b)	\$	0.00
5. OTHER COSTS (Itemize)		
(a) Registration or License	\$	0.00
(b) Title Fee	\$	0.00
(c)	\$	0.00
TOTAL OTHER COSTS (a + b + c)	\$	0.00
6. PRINCIPAL AMOUNT FINANCED (3 + 4 + 5)	\$	90,000.00
7. FINANCE CHARGE	\$	29,225.78
8. TIME BALANCE (6 + 7)	\$	119,225.78

Page 1 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXYB0YLA17052

EXHIBIT

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ORIGINAL FOR ASSOCIATES

Buyer's
Initials

MS

INSTALLMENT SCHEDULE: Buyer promises to pay Seller the TIME BALANCE (Item 8 above) in _____ 60 _____ installments as follows:
(Total No. of Installments)

(a) \$ _____ or _____ (Total) _____ and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ _____

(b) Other than successive monthly payments:
Each installment in the groups below is payable on a consecutive monthly basis
1 installment of 1,639.42 due 02/09/2000 followed by
58 installments of 1,639.42 each commencing 03/09/2000 followed by
1 installment of 22,500.00 due 01/09/2005

A. COLLATERAL USE. Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. COLLATERAL PRESERVATION. Buyer agrees, at its own cost and expense; to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

C. INSURANCE. Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-term loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. FINANCING STATEMENT. If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

E. PERFORMANCE. If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. DEFAULT. Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost or destroyed; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. REMEDIES. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at the address shown in Seller's address set forth herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the

Page 2 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXY80YLA17052

ORIGINAL FOR ASSOCIATES

Buyer's Initials
MS

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

H. REINSTATEMENT At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if buyer pays all past due installments, accrued default charges and, if replevined by legal process authorized cost of suit, including reasonable attorney fees, but if default at time of repossession exceeds 15 days. Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

I. PREPAYMENT Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

J. GENERAL. Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

K. ACCELERATION INTEREST. Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. LATE INSTALLMENTS. For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4% of the amount of such installment.

M. SECURITY INTEREST. To secure payment of the TIME BALANCE (Item 8), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. CROSS SECURITY. Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. DISCLAIMER. There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

P. ADDITIONAL COVENANTS AND ORAL AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

Q. CHATTEL PAPER. This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

NOTICE TO BUYER :
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 02/09/00

MICHAEL STYERS TRUCKING, INC.

Buyer(s) _____

(Name of individual(s), corporation or partnership.
Give trade style, if any, after name.)

MURRAY'S FORD, INC.

Seller _____

By Ronald R. Lucas Title _____

(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

By Michael J. Styers Title President

(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By _____ Title _____

(If co-buyer, co-partner or co-officer, sign here and show which.)

RD #1, BOX 12
(Street Address)

ROUTE 879 & STONEHOUSE ROAD
(Street Address)

DU BOIS PA 15801
(City, State and Zip Code)

LECONTES MILLS CLEARFIELD PA 16850
(City, COUNTY, State, and Zip Code)

Buyer's Initials M.S.

Page 3 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXY80YLA17052

SELLERS AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: 1FUPCXYBOYLA17052 (the "Security Agreement"), (b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on 02/09/00 (Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

SUBJECT TO WOR DEALER AGREEMENT 06-01-95

(Identify specific agreement or, if none, show "None")

MURRAYS FORD, INC.

Assignor (Name of individual, corporation or partnership.)

Dated 02/09/00

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solidio, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998 .

Witness Jill A Fenstermacher
Witness _____

Guarantor BRADLEY B. BLACKWOOD (L.S.)

By [Signature]
Title Individually

(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 610 HIGH STREET
CURWENSVILLE, PA 16833-1453

EXHIBIT
10

NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jill J. Jandermaeker
Witness _____

Guarantor MICHAEL C. STYERS (L.S.)

By X Michael Styers

EXHIBIT
11

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET
CLEARFIELD, PA 16830-2748

NOTE: Insert exact company names where appropriate. Individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is ROUTE 879, PO BOX 190, FRENCHVILLE, PA 16836 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

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IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on MAY 12, 1999.

Witness Todd D Beck

Guarantor SHEILA STYERS (L.S.)

Witness _____

By Sheila Styers

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET CLEARFIELD, PA 16830

NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.

EXHIBIT

12

A
P
C
B

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

6/02/06

Date



Benjamin R. Bibler, Esquire

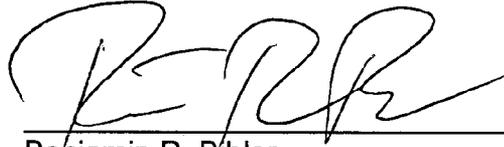
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Amended Complaint was served on the following on this 2nd day of June 2006, by first class, U.S. Mail, postage pre-paid:

Timothy Durant, Esquire
201 North 2nd Street
Clearfield, PA 16830

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:



Benjamin R. Bibler

FILED

JUN 06 2006

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

0. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12.

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC.
AND MICHAEL STYERS, **BRADLEY B.
BLACKWOOD**, AND SHEILA STYERS
AS PERSONAL GUARANTORS,

Defendants

No. 05-1365-CD

**ANSWER TO AMENDED
COMPLAINT and
NEW MATTER**

FILED ON BEHALF OF
Defendant, **Bradley B. Blackwood**

COUNSEL OF RECORD FOR
THIS PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

OPPOSING COUNSEL:

BENJAMIN R. BIBLER, ESQ.
Pa I.D. No. 93598
WELTMAN, WEINBERG & REIS,
L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #04388947

Filed by:



Timothy E. Durant, Esq.

FILED 3 cc
0/1:57/24 Atty Durant
JUN 22 2006
W

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, **BRADLEY B.
BLACKWOOD**, AND SHEILA STYERS
AS PERSONAL GUARANTORS,

Defendants

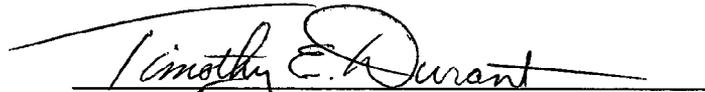
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No. 05-1365-CD

To:
GE COMMERCIAL FINANCE
c/o BENJAMIN R. BIBLER, ESQ.
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

NOTICE TO PLEAD

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.



Timothy E. Durant, Esquire
Attorney for Defendant, Bradley B. Blackwood
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Dated: June 22, 2006

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

| | | |
|---------------------------------------|---|----------------|
| GE COMMERCIAL FINANCE | * | |
| Plaintiff | * | No. 05-1365-CD |
| vs. | * | |
| | * | |
| MICHAEL STYERS TRUCKING, INC. | * | |
| AND MICHAEL STYERS, BRADLEY B. | * | |
| BLACKWOOD , AND SHEILA STYERS | * | |
| AS PERSONAL GUARANTORS, | * | |
| Defendants | * | |

ANSWER TO AMENDED COMPLAINT

1. Denied. On the contrary, after reasonable investigation Defendant, Bradley B. Blackwood (hereinafter, Blackwood) is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant.

2. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood has not ever had any ownership, management or employment relationships with Michael Styers Trucking, Inc. and whether the said Corporation exists at this time or what its address is, is unknown to him.

3. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood has not seen or heard from Defendant Michael Styers for many years and whether he is alive or dead is unknown to Blackwood and if he is in fact alive, Blackwood has no knowledge of his last known address.

4. Admitted. But in further answer hereto Defendant Bradley B. Blackwood's address is 340 White Pine Road, DuBois, PA 15801.

5. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood has not seen or heard from Defendant Sheila (or Shelia) Styers for many years and whether she is alive or dead is unknown to Blackwood and if she is in fact alive, Blackwood has no knowledge of her last known address.

6. Denied. On the contrary, it appears from the exhibits attached to plaintiff's amended complaint that the original contracting party with the defendants was "**Associates Leasing, Inc.**" an **Indiana Corporation**, not "Associates Commercial Corporation" a Delaware Corporation. After reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to who Associates Commercial Corporation is but he does not believe he has had any dealings with such entity. Strict proof of any obligation he has to Associates Commercial Corporation is demanded at trial if relevant.

7. Admitted that certain documents (Exhibit "1") are attached to the amended complaint supporting this claim but Denied that Blackwood has any obligation to pay any amount to "Associates Commercial Corporation" or "CitiCapital Commercial Corporation" and it is further noted that none of the attachments or exhibits to this amended complaint link Blackwood to either of these corporations.

8. Admitted that Exhibit "2" is an Affidavit regarding transfer of claim but denied that it is an Affidavit of Sale and further denied that it shows or states that plaintiff bought CitiCapital Commercial Corporation. Exhibit "2" in fact states that a corporation identified as,

"General Electric Capital Corporation" bought certain assets (not a corporation) and furthermore the purchasing corporation was not the plaintiff who has been identified in the amended complaint as yet another and separate corporation, i.e. "GE Commercial Finance". It is Denied that Blackwood has any obligation to pay any amount to "GE Commercial Finance" and it is further noted that none of the attachments or exhibits to this amended complaint link Blackwood to the plaintiff corporation.

COUNT I

9. Blackwood incorporates herein by reference thereto each of the preceding paragraphs of this Answer in their entirety as if the same were more fully set forth herein.

10. Denied. On the contrary, Exhibit "3" appears to be a Truck Lease Agreement between MBV Trucking, Inc. and Associates Leasing, Inc. (not the plaintiff) and has a machine printed date of February 24, 1998 on it but Exhibit "3" is missing one or more pages including all signature pages and all Schedules which would identify any trucks subject to this lease. Defendant is unable to comment further on this Lease since it is not in fact a true and correct copy of Agreement "1" but is instead, merely an incomplete set of pages relating to MBV Trucking, Inc. Defendant reserves the right to plead further when the complete Agreement "1" is made available to him.

11. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. It is unknown whether Exhibit "4" pertains to Agreement "1" as Blackwood does not know how many Truck Lease Agreements were signed by MBV Trucking, Inc. on that date and there is no identification on Exhibit "4" (such as Lease No.

or Unit No.) which directly ties it in with Agreement "1".

12. Admitted that a truck with this information and serial number (1999 Freightliner, s.n. 1FUPCXYB5XLA17045 and further identified as Unit #176615) appears to have been signed for by Michael Styers as president of MBV Trucking, Inc. on December 29, 1998. But for the reasons as set out in our answer to paragraph 10 above (incorporated herein by reference) Blackwood is unable to admit that this delivery was pursuant to Agreement "1".

13. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Exhibit "5", on the face of it, declares that it is a transfer of one single, solitary truck specifically identified as Unit #176403 from MBV Trucking, Inc. to Michael Styers Trucking, Inc. The truck unit identified in this Exhibit has not been identified in the amended complaint as being in default. The truck unit identified in Exhibit "3" as being in default is specifically identified as Unit #176615 and is not the subject of Exhibit "5".

14. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood is not now and never has been an agent, employee, director, manager or owner of Michael Styers Trucking, Inc., nor has he ever been a guarantor of any trucks placed in the name of said corporation upon which any lease was defaulted nor is he liable in any way for the debts sought to be collected in this suit. If Michael Styers Trucking, Inc. is or was in default Blackwood was not aware of any of the details nor did anyone contact him to tell him of this nor would such default, if it did or does exist, concern him.

15. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood is not now and never has been an agent, employee, director, manager or owner of Michael Styers Trucking, Inc., nor has he ever been a guarantor of any trucks placed in the name of said corporation upon which any lease was defaulted nor is he liable in any way for the debts sought to be collected in this suit. If Michael Styers Trucking, Inc. is or was in default Blackwood was not aware of any of the details nor did anyone contact him to tell him of this nor would such default, if it did or does exist, concern him.

16. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign the Amendment nor is he a guarantor for any defaulted truck units. Plaintiff is not a party to the Amendment (i.e. Exhibit "4") nor has it shown privity of contract to the Lessor as recited above.

17. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant.

WHEREFORE, Defendant demands that as to him this Count be dismissed as being without foundation in law or fact.

COUNT II

18. Blackwood incorporates herein by reference thereto each of the preceding paragraphs of this Answer in their entirety as if the same were more fully set forth herein.

19. Denied. On the contrary, the Freightliner Truck identified in Exhibit "6" as Unit

#187725 with a serial No. of 1FUPCSZBXXLB90089 cannot be linked to Agreement "1" due to the lack of identification on Agreement "1" (missing several pages as stated above) or Exhibit "6" (except a common date) to tie these two documents together. Blackwood's Answer to paragraph 10 above is incorporated herein by reference.

20. Denied. On the contrary the documents show the truck in Exhibit "6" was identified as a 1999 Freightliner, serial no. 1FUPCSZBXXLB90089 and Unit #187725.

21. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Exhibit "5", on the face of it, declares that it is a transfer of one single, solitary truck specifically identified as Unit #176403 from MBV Trucking, Inc. to Michael Styers Trucking, Inc. The truck unit identified in this Exhibit has not been identified in the amended complaint as being in default. The truck unit identified in this Count as being in default is specifically identified as Unit #187725 with serial number 1FUPCSZBXXLB90089 and Unit #187725 is not the subject of Exhibit "5".

22. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood is not now and never has been an agent, employee, director, manager or owner of Michael Styers Trucking, Inc., nor has he ever been a guarantor of any trucks placed in the name of said corporation upon which any lease was defaulted nor is he liable in any way for the debts sought to be collected in this suit. If Michael Styers Trucking, Inc. is or was in default Blackwood was not aware of any of the details nor did anyone contact him to tell him of this nor would such default, if it did or does exist, concern him.

23. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign Exhibit "6" nor is he a guarantor for any defaulted truck units. Plaintiff is not the party to the Amendment (i.e. Exhibit "6") nor has it shown privity of contract to the Lessor as recited above. Furthermore, on April 19, 1999 Blackwood was unilaterally locked out of the corporate building, excluded from corporate assets, removed from all corporate offices and employment as to MBV Trucking, Inc. by the majority shareholders Michael Styers and Shelia Styers and Blackwood has had no corporate control or authority since that date. On or about April 19, 1999 Blackwood informed the sales personnel at Murray's Ford in DuBois, PA not to sell any more trucks to MBV Trucking, Inc. because he had been excluded from the corporation and he would no longer agree to be liable for any actions of MBV Trucking, Inc.

24. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign the Amendment nor is he a guarantor for any defaulted truck units. Plaintiff is not the party to the Amendment (i.e. Exhibit "4") nor has it shown privity of contract to the Lessor as recited above.

25. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood has never received any demands for payment pertaining to the truck units identified in this Amended Complaint.

WHEREFORE, Defendant demands that as to him this Count be dismissed as being

without foundation in law or fact.

COUNT III

26. Blackwood incorporates herein by reference thereto each of the preceding paragraphs of this Answer in their entirety as if the same were more fully set forth herein.

27. Denied. On the contrary, Plaintiff is not a party to the Amendment (i.e. Exhibit "7") nor has it shown privity of contract to the Lessor as recited above. The documents referenced as being dated August 3, 1999, are the obligations of Defendant Michael C. Styers d/b/a Michael C. Styers Trucking, a sole proprietorship not the corporation known as Michael C. Styers, Inc. and furthermore these documents are not evidence of any obligations of Blackwood.

28. Denied. Michael C. Styers t/d/b/a Michael C. Styers Trucking, a sole proprietorship was the signatory to Agreement 2 and as such he would have been the one to take possession of these two truck units identified as a 2000 Freightliner, serial number 1FUPDXYB3YLB12461 Unit #183784 and 2000 Freightliner, serial number 1FUPDXYB5YLB12464 Unit #194758.

29. Denied. On the contrary, a review of the correction notice (Exhibit "8") shows that it was not sent to the corporation but was apparently sent to Defendant Michael Styers Trucking d/b/a Michael C. Styers Trucking. The correction was that the serial number of Unit #194758 had to be changed from 1FUPDXYB5YLB12464 to 1FUPDXYB5YLB12462.

30. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood is not now and never has been an agent, employee, director, manager or owner of Michael Styers Trucking, Inc., nor has he ever

been a guarantor of any trucks placed in the name of said corporation upon which any lease was defaulted nor is he liable in any way for the debts sought to be collected in this suit. If Michael Styers Trucking, Inc. is or was in default Blackwood was not aware of any of the details nor did anyone contact him to tell him of this nor would such default, if it did or does exist, concern him.

31. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign Exhibit "7" nor is he a guarantor for any defaulted truck units. Plaintiff is not the party to the Agreement 2 (i.e. Exhibit "7") nor has it shown privity of contract to the Lessor as recited above.

32. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign the Amendment nor is he a guarantor for any defaulted truck units. Plaintiff is not the party to the Amendment (i.e. Exhibit "4") nor has it shown privity of contract to the Lessor as recited above.

33. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood has never received any demands for payment pertaining to the truck units identified in this Amended Complaint.

WHEREFORE, Defendant demands that as to him this Count be dismissed as being without foundation in law or fact.

COUNT IV

34. Blackwood incorporates herein by reference thereto each of the preceding

paragraphs of this Answer in their entirety as if the same were more fully set forth herein.

35. Denied. On the contrary, Exhibit "9" pertaining to Agreement 3, appears to be a Conditional Sales Agreement contract between Defendant Michael Styers Trucking Inc. and Murray's Ford, Inc. (not the plaintiff).

36. Admitted.

37. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign Exhibit "9" nor is he a guarantor for any defaulted truck units. Plaintiff is not the party to Agreement 3 (i.e. Exhibit "9") nor has it shown privity of contract to the Seller, i.e. Murray's Ford, Inc.

38. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign Exhibit "9" nor is he a guarantor for any defaulted truck units. Plaintiff is not the party to Agreement 3 (i.e. Exhibit "9") nor has it shown privity of contract to the Seller, Murray's Ford, Inc.

39. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign the Amendment nor is he a guarantor for any defaulted truck units. Plaintiff is not the party to the Amendment (i.e. Exhibit "4") nor has it shown privity of contract to the Seller, Murray's Ford, Inc.

40. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment.

Strict proof thereof is demanded at trial if relevant. Blackwood has never received any demands for payment pertaining to the truck units identified in this Amended Complaint.

WHEREFORE, Defendant demands that as to him this Count be dismissed as being without foundation in law or fact.

COUNT V

41. Denied. On the contrary, the document identified as Exhibit "10" was not signed in favor of the plaintiff nor are they in privity of contract with Associates Leasing Inc. an Indiana Corporation (as set out above and incorporated herein by reference). This document was signed on February 23, 1998, at Murray's Ford, Inc. in DuBois by Defendant Blackwood in the presence of Todd Beck an employee of Murray's Ford, Inc. who then and there advised and informed Blackwood that this was a guarantee for the one particular truck which was at that time being purchased by MBV Trucking, Inc. The purported "witness" to this document, i.e. Jill A. Fenstermacher was not present at the time of signing and it is unknown when, where and why she affixed her signature. The truck for which this Exhibit "10" was a continuing guarantee is **not** one of the trucks in default nor is it being sued for in this Amended Complaint. Furthermore and in the alternative this continuing guarantee for the benefit of MBV Trucking, Inc. cannot be deemed to be a guarantee for Michael C. Styers or Michael C. Styers Trucking or Michael Styers Trucking, Inc. nor can it continue to have effect after Michael C. Styers and Sheila Styers forced Blackwood out of the corporation, off the premises and fired him from corporate employment on April 19, 1999.

42. Denied. On the contrary, the Continuing Guarantee was signed by Defendant Michael Styers for Associates Leasing, Inc. an Indiana Corporation not for plaintiff and plaintiff

has not established privity of contract to the said Lessor and furthermore Exhibit "11" could not have been an inducement for any entity except for Associates Leasing, Inc. to enter into agreements with MBV Trucking, Inc. or Michael C. Styers.

43. Denied. On the contrary, the Continuing Guarantee was signed by Defendant Sheila Styers for Associates Leasing, Inc. an Indiana Corporation not for plaintiff and plaintiff has not established privity of contract to the said Lessor and furthermore Exhibit "12" could not have been an inducement for any entity except for Associates Leasing, Inc. to enter into agreements with MBV Trucking, Inc. or Sheila Styers.

44. Denied. On the contrary, as explained above Defendant Blackwood, did not personally guarantee anything more than the repayment for the truck purchased by MBV Trucking, Inc. on February 23, 1998 which truck has been fully paid for according to the terms of its lease.

45. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood is not a guarantor for any defaulted truck units. Plaintiff is not party any of the recited Agreements 1, 2 or 3 nor has it shown privity of contract to the Lessor Associates Leasing, Inc. an Indiana corporation.

46. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood did not sign the Amendment nor is he a guarantor for any defaulted truck units. Plaintiff is not the party to the Amendment (i.e. Exhibit "4") nor has it shown privity of contract to the Lessor Associates Leasing, Inc. an Indiana

corporation.

47. Denied. On the contrary, after reasonable investigation Defendant, Blackwood is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof is demanded at trial if relevant. Blackwood has never received any demands for payment pertaining to the truck units identified in this Amended Complaint, nor has he been given the opportunity to buy out any of the referenced leases or payoff and purchase any of the referenced trucks. Blackwood admits that since he has been served with this suit he has not paid the principal balance, the interest, nor any part thereof to plaintiff and this is because Blackwood does not believe he owes anything to plaintiff or anyone else for the truck units identified in this Amended Complaint.

WHEREFORE, Defendant demands that as to him this Count and the entire suit be dismissed as being without foundation in law or fact.

NEW MATTER

48. Paragraphs 1- 47 of Defendant, Bradley B. Blackwood's, Answer are incorporated herein by reference as if set forth at length.

49. Plaintiff and its predecessors have given no credit for lease payments received.

50. Plaintiff and its predecessors have given no credit for the returned value of the leased trucks.

51. Plaintiff and its predecessors did not provide notice to Blackwood of any imminent default nor did they offer him an opportunity to take over or buy out the leases on any of the truck units referenced in this amended complaint. This prevented Blackwood taking any corrective actions to limit his damages.

52. Plaintiff and its predecessors have not accounted for the disposition value of any of said trucks

Affirmative Defense - Statute of Frauds

53. The claim against defendant Bradley B. Blackwood for debts of defendants Michael C. Styers d/b/a Michael C. Styers Trucking or Michael Styers Trucking, Inc. is improper in that it implies a contract exists between him and plaintiff. Plaintiff has not attached to its complaint any written memorandum of such alleged contract and in fact no such memorandum exists. The "Statute of Frauds" otherwise known as The Uniform Written Obligations Act prohibits any claim from succeeding against defendant Blackwood, especially so when, as here, the claim is made that defendant Blackwood is expected to pay debts of someone other than himself.

For authority as to the basis for this defense see Title 33 P.S. §3 **Promise to answer for debt of another.**

No action shall be brought whereby to charge any executor or administrator, upon any promise to answer damages out of his own estate, or whereby to charge the defendant, upon any special promise, to answer for the debt or default of another, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person by him authorized.

The statute of frauds provides that guaranty must be in writing and signed by party to be charged therewith, or some other person by him authorized. An agreement to be responsible for the debt of another is within the Statute of Frauds.

Affirmative Defense - Statute of Limitations

54. The statute of limitations (Title 42 Pa. C.S. §5525) for suits pertaining to matters

of this type is four years.

55. The passage of four years beyond any alleged breach of contract or promise by defendant Blackwood (said to be June 26, 2001 and July 11, 2001) until the filing of this action on September 2, 2005 has barred the claim in this matter.

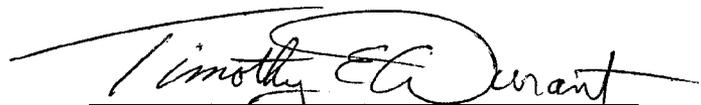
Affirmative Defense - Laches

56. The passage of time from the stated default dates of June 26, 2001 and July 11, 2001 until the filing of this action on September 2, 2005 coupled with failure to inform this defendant prior to service of the complaint upon him on March 20, 2006 of any occurrences of defaults constitutes unreasonable delay and has prejudiced the defendant in that he has been prevented from ameliorating his damages or taking any corrective actions to prevent such defaults.

57. Plaintiff's action herein should be barred due to its unreasonable and unconscionable delay in notifying defendant and pursuing its rights.

WHEREFORE, Defendant, Bradley B. Blackwood asks this court to dismiss the claims against him for the reasons as set forth above.

Respectfully submitted,



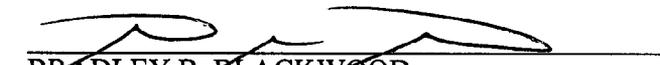
Timothy E. Durant, Esquire, Attorney for
Defendant, Bradley B. Blackwood

Dated: June 22, 2006

VERIFICATION

I, BRADLEY B. BLACKWOOD, verify that the statements made in this Pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED: 6/22/06


BRADLEY B. BLACKWOOD

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, **BRADLEY B.**
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS,
Defendants

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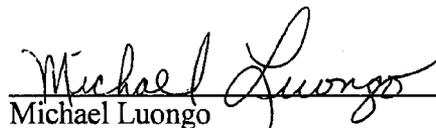
No. 05-1365-CD

AFFIDAVIT OF SERVICE

I, Michael Luongo, hereby verify that I have this day, served by first class mail, postage pre-paid, a copy of the ANSWER TO FIRST AMENDED COMPLAINT AND NEW MATTER filed in this matter on behalf of Defendant, Bradley B. Blackwood. Said pleading was sent to Plaintiff's counsel:

BENJAMIN R. BIBLER, ESQ.
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Dated: June 22, 2006


Michael Luongo

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05 - 1365 - CD

vs.

REPLY TO NEW MATTER

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D.#93598
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 04388947

FILED

JUL 18 2006

m/11:55/2
William A. Shaw (LW)
Prothonotary/Clerk of Courts

W. C/C

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05 – 1365 - CD

vs.

REPLY TO NEW MATTER

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

REPLY TO NEW MATTER

AND NOW COMES, Plaintiff, by and through its Counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Reply to Defendant Bradley B. Blackwood's New Matter in the above-referenced matter. In support thereof, Plaintiff avers as follows:

48. Plaintiff incorporates its Complaint by reference as if fully set forth at length herein.

49. Denied. The allegations set forth in paragraph 49 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required. To which a response is required, Defendant has received complete and full credit for all payments made on the subject lease.

50. Denied. The allegations set forth in paragraph 50 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required. To which a response is required, Defendant has received complete and full credit for the resale value of all returned vehicles.

51. Denied. The allegations set forth in paragraph 51 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required. To which a response is required, Plaintiff's sent all notices required by law.

52. Denied. The allegations set forth in paragraph 52 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required. To which a response is required, Defendant has received complete and full credit for the resale value of all returned vehicles.

53. Denied. The allegations set forth in paragraph 53 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required.

54. Denied. The allegations set forth in paragraph 54 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required.

55. Denied. The allegations set forth in paragraph 55 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required.

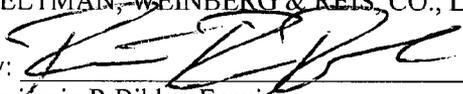
56. Denied. The allegations set forth in paragraph 56 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required.

57. Denied. The allegations set forth in paragraph 57 of Defendant Bradley B. Blackwood's New Matter are conclusions of law to which no response is required.

WHEREFORE, Plaintiff respectfully demands that Judgment be entered in its favor and against Defendant Bradley B. Blackwood for the full amount claimed in Plaintiff's Complaint.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: 

Benjamin R. Bibler, Esquire

PA I.D.#93598

Weltman, Weinberg & Reis Co., L.P.A.

2718 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

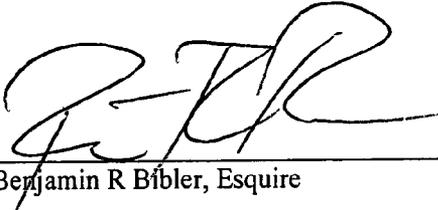
(412) 434-7955

WWR # 04388947

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

July 13, 2006
Date

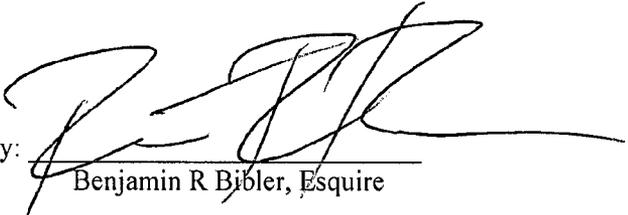


Benjamin R Bibler, Esquire

CERTIFICATE OF SERVICE

A true and correct copy of said Plaintiff's Reply to New Matter has been served by First Class Mail, Postage Pre-Paid, on the 14~~th~~ day of July, 2006, upon the following:

Timothy E. Durant
201 North Second Street
Clearfield, PA 16830

By: 

Benjamin R Bibler, Esquire

FILED

JUL 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05-1365-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

MICHAEL STYERS TRUCKING, INC.
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04388947

(GR)
NoCC
FILED *Atty pd*
m 11:45/30 7:00
APR 05 2007 *4 Amended*
William A. Shaw *Comp. Reinstated*
Prothonotary/Clerk of Courts *to Sheriff*

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

Civil Action No. 05-1365-CD

MICHAEL STYERS TRUCKING, INC.
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Benjamin R. Bibler, Esquire

PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #04388947

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05- 1365 - CD

vs.

AMENDED COMPLAINT IN CIVIL ACTION

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04388947

FILED ^{no cc}
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JUN 06 2008 (5)

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05- 1365 - CD

vs.

AMENDED COMPLAINT IN CIVIL ACTION

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

AMENDED COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFARRAL SERVICE
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, ext. 1300-1301

AMENDED COMPLAINT

1. Plaintiff is a corporation having offices in 4650 Regent Boulevard, Suite 300, Irving TX 75063.

2. Defendant Michael Styers Trucking, Inc. is a Corporation with a last known mailing address of 1109 Daisy Street, Clearfield, PA 16830.

3. Defendant Michael Styers is an adult individual with a last known address of 1109 Daisy Street, Clearfield, PA 16830.

4. Defendant Bradley B. Blackwood is an adult individual with a last known address of 610 High Street, Curwensville, PA 16833.

5. Defendant Shelia S. Styers is an adult individual with a last known address of 1109 Daisy Street, Clearfield, PA 16830.

6. "Associates Commercial Corporation" was the original contracting party with the Defendants.

7. "Associates Commercial Corporation" changed its name to "Citicapital Commercial Corporation." A true and correct copy of the Certificate documenting said change is attached hereto, marked as Exhibit "1" and made a part hereof.

8. Plaintiff bought "Citicapital Commercial Corporation." An Affidavit of sale is attached hereto, marked as Exhibit "2" and made a part hereof.

COUNT I

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

10. On or about February 24, 1998, MBV trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 1") in favor of Plaintiff. A true and correct copy of said Agreement 1 is attached hereto, marked as Exhibit "3" and made a part hereof.

11. On or about December 16, 1998, Agreement 1 was amended. A true and correct copy of the Amendment is attached hereto, marked as Exhibit "4" and made a part hereof.

12. Pursuant to said Agreement 1, MBV trucking, Inc. took possession of the Truck more particularly identified in Schedule "A" as a 1999 Freightliner, serial number 1FUPCXYB5XLA17045.

13. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. A true and correct copy of the Transfer and Assumption Agreement is attached hereto, marked as Exhibit "5" and made a part hereof.

14. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

15. Plaintiff avers that a payoff balance of \$65,048.34 is due from Defendant Michael Styers Trucking, Inc as of July 11, 2001.

16. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

17. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count I against Defendant Michael Styers Trucking, Inc. in the amount of \$65,048.34 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001 and costs.

COUNT II

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

19. On or about May 12, 1999, MBV trucking, Inc. added an additional Freightliner to Agreement 1. A true and correct copy of said Delivery and Acceptance Certificate with payment schedules are attached hereto, marked as Exhibit "6" and made a part hereof.

20. MBV trucking, Inc. took possession of the Truck more particularly identified as a 2000 Freightliner, serial number 1FUPCSZBXXLB90089.

21. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. See Exhibit "5."

22. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

23. Plaintiff avers that a payoff balance of \$84,113.55 is due from Defendant Michael Styers Trucking, Inc. as of July 11, 2001.

24. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

25. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principle balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count II against Defendant Michael Styers Truckin, Inc. in the amount of \$84,113.55 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT III

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

27. On or about August 3, 1999, Defendant Michael Styers Trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 2") in favor of Plaintiff. A true and correct copy of said Agreement 2 is attached hereto, marked as Exhibit "7" and made a part hereof.

28. Pursuant to said Agreement 2, Defendant Michael Styers Trucking, Inc. took possession of the Trucks more particularly identified in Schedule "A" as a 2000 Freightliner, serial number 1FUPDXYB5YLB12464 and a 2000 Freightliner, serial number 1FUPDXYB3YLB12461.

29. On or about October 7, 1999, a document correction notice was sent to Defendant Michael Styers Trucking Inc. correcting an inaccuracy involving the serial number of one of the trucks. A true and correct copy of the Notice is attached hereto, marked as Exhibit "8" and made a part hereof.

30. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 2 by not having made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

31. Plaintiff avers that a payoff balance of \$73,389.61 is due from Defendant Michael Styers Trucking, Inc. as of July 11, 2001.

32. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

33. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any other part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count III against Defendant Michael Styers Trucking, Inc. in the amount of \$73,389.61 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT IV

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

35. On or about February 9, 2000, Defendant Michael Styers Trucking Inc. entered into a Conditional Sale Contract (hereinafter "Agreement 3") in favor of Plaintiff. A true and correct copy of said Agreement 3 is attached hereto, marked as Exhibit "9" and made a part hereof.

36. Defendant Michael Styers Trucking, Inc. took possession of the truck more particularly identified as a 2000 Freightliner, serial number 1FUPCXBOYLA17052.

37. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 3 by failing to make payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

38. Plaintiff avers that a payoff balance of \$59,744.72 is due from the Defendant Michael Styers Trucking, Inc. as of June 26, 2001.

39. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

40. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count IV against Defendant Michael Styers Trucking, Inc. in the amount of \$59,744.72 with continuing interest thereon at the Contractual rate 18% per annum from June 26, 1001, plus costs.

COUNT V

41. On or about February 23, 1998, Defendant Bradley B. Blackwood entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "10" and made a part hereof.

42. On or about February 23, 1998, Defendant Michael Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "11" and made a part hereof.

43. On or about May 12, 1999, Defendant Sheila Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "12" and made a part hereof.

44. Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers personally guaranteed repayment of the balance due in the event of a default.

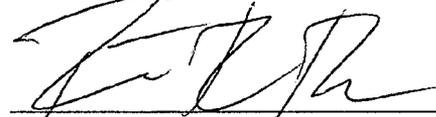
45. Plaintiff avers that a payoff balance of \$282,296.22 is due from Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers as of June 26, 2001.

46. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

47. Although repeatedly requested to do so by Plaintiff, Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers have willingly failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count V against Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers in the amount of \$282,296.22 with continuing interest thereon at the Contractual rate 18% per annum from July 11, 2001, plus costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Benjamin R Bibler, Esquire

PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:04388983

State of Delaware

PAGE 1

Office of the Secretary of 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 CERTIFICATE OF AMENDMENT OF "ASSOCIATES COMMERCIAL CORPORATION", CHANGING ITS NAME FROM "ASSOCIATES COMMERCIAL CORPORATION" TO "CITICAPITAL COMMERCIAL CORPORATION", FILED IN THIS OFFICE ON THE SECOND DAY OF MAY, A.D. 2001, AT 3 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 CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JULY, A.D. 2001.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0709017 8100

AUTHENTICATION: 1113235

010212245

DATE: 05-03-01

EXHIBIT

1

MAY 2001
MAY-20-2001 12:52

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

Associates Commercial Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Associates Commercial Corporation be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"FIRST. The name of the corporation is CitiCapital Commercial Corporation."

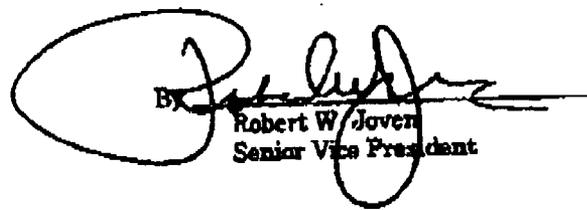
SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on July 1, 2001.

IN WITNESS WHEREOF, said Associates Commercial Corporation has caused this certificate to be signed by Robert W. Joven, its Senior Vice President this 24th day of April, 2001.

Associates Commercial Corporation

By 
Robert W. Joven
Senior Vice President

AFFIDAVIT REGARDING TRANSFER OF CLAIM

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

Ralph Coppola, being duly sworn, deposes and says:

1. Unless otherwise stated in this affidavit, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification, or as additional information becomes available, General Electric Capital Corporation will submit a supplemental affidavit to the Court reflecting such amended or modified information.

2. Since February 1, 2005, I have been a vice president in the Transportation Finance Division of General Electric Capital Corporation ("GE"). At all relevant times through January 31, 2005, I was an officer of CitiCapital Commercial Corporation ("CitiCapital").

3. Pursuant to that certain Purchase and Sale Agreement, dated as of November 22, 2004, and related ancillary documentation (the "Transaction"), GE acquired certain assets (the "Assets") from, among others, CitiCapital Commercial Corporation and CitiCapital Commercial Leasing Corporation.

4. In particular, as part of the Transaction, the Assets represented by the following account numbers have been transferred to GE:

| <u>PMS Account Number</u> | <u>InfoLease Account Number</u> |
|---------------------------|---------------------------------|
| 1483161001 | 211-0094387-000 |
| 1483161002 | 211-0094388-000 |
| 1483161003 | 211-0094389-000 |

EXHIBIT
2

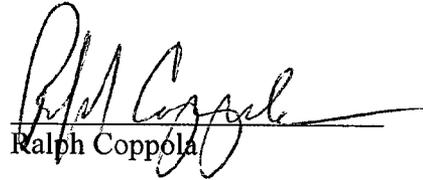
1483161004

211-0094390-000

Each of these accounts was acquired on February 1, 2005 as a part of the Transaction.

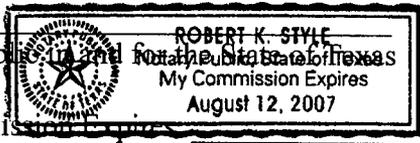
5. The said account(s) is/are set forth in the pleadings of GE in the captioned case and is/are the basis of the causes of action stated therein.

This concludes my affidavit.


Ralph Coppola

Sworn to and subscribed before me, a notary public in and for the State of Texas
on this 31st day of May, 2006.


Notary Public

Notary Public in and for the State of Texas
My Commission Expires
My Commission Expires



TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of FEBRUARY 24, 1998 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mosside Blvd., Ste 800, Monroeville, PA 15146-2144 and MBV TRUCKING, INC. (hereinafter called "Lessee"), a Pennsylvania corporation with its principal place of business located at 327 A EAST MARKET STREET, CLEARFIELD, PA 16830.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1½% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titing and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below: Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. **INDEMNITIES:** The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements whatsoever kind and nature, including legal fees and expenses (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred by or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. **LESSEE'S TAX RELATED INDEMNITIES** to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity.** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions, or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. **ALL OF LESSEE'S obligations, indemnities and liabilities** under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. **EXPENSE OF OPERATION AND MAINTENANCE** of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. **ADDITIONAL EQUIPMENT REQUIRED BY LAW.** In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. **NO WARRANTIES; LIMITATION ON LIABILITY:** Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED. Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor



DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 98-3, attached to the Lease.

Unit Number(s)

176457

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 12/29/98
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: DECEMBER 29, 1998

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

By: *K. Michael Steyer* Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8002 - PITTSBURGH

02-203379

ASSOCIATES LEASING, INC.
SCHEDULE "A" - EVEN PAYMENTS

SCHEDULE "A" NUMBER :

98-3

| IN SERVICE DATE | UNIT NO. | VEHICLE YEAR, MAKE, MODEL DESCRIPTION | SERIAL NUMBER | SCHEDULE A VALUE | MO. RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|-----------------|----------|---------------------------------------|--------------------|------------------|-------------------|----------------|-----------------------|------------|----------------|
| 12/29/98 | 176447 | 1999 FREIGHTLINER FL12064T TRACTOR | 1FJPCX7B3XL1A17045 | \$96,733.00 | .01634 | \$1,600.00 | SEE SCH -B- | 60 | \$24,183.75 |

VEHICLE DOMICILE: ROUTE 979, PO BOX 190 FRENCHVILLE PA 16836 CLEARFIELD COUNTY TOWNSHIP

STREET ADDRESS CITY STATE ZIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.
BY: *[Signature]*
TITLE: Authorized Representative
DATE: 12-29-98

CLIENT: MBV TRUCKING, INC.
BY: *[Signature]*
TITLE: PRESIDENT
DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: FEBRUARY 14, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBIAGES

SCHEDULE "A" NUMBER:

98-3

Lessee agrees to pay one (1) payment upon delivery.

The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to .75 %.

The daily promoted rental amount shall be \$154.84 for each vehicle for unit number 176457.

The above Schedule "A" Value(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.

Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4481, et seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor.

provided, however, that Lessee shall pay or reimburse Lessor herefor promptly following receipt of Lessor's invoice or bill in regard thereto.

The Lessee will register the above described unit at a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on this taxable gross weight and above described in Service Date

LESSOR: Associates Leasing, Inc.

CLIENT: MBV TRUCKING, INC.

BY: 

BY: 

TITLE: Authorized Representative

TITLE: PRESIDENT

DATE: 12-29-98

DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 24, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

SCHEDULE B

FINAL ADJUSTMENT TABLE

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV Trucking, Inc. , dated February 24, 1998

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

| <u>PAYMENT NO</u> | <u>CALCULATION DATE</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> | <u>PAYMENT NO</u> | <u>CALCULATION DATE</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> |
|-------------------|-------------------------|------------------------------------|-------------------|-------------------------|------------------------------------|
| 1 | 01/01/99 | 100.34 | 31 | 07/01/01 | 67.30 |
| 2 | 02/01/99 | 99.44 | 32 | 08/01/01 | 65.99 |
| 3 | 03/01/99 | 98.53 | 33 | 09/01/01 | 64.66 |
| 4 | 04/01/99 | 97.60 | 34 | 10/01/01 | 63.33 |
| 5 | 05/01/99 | 96.67 | 35 | 11/01/01 | 61.98 |
| 6 | 06/01/99 | 95.72 | 36 | 12/01/01 | 60.63 |
| 7 | 07/01/99 | 94.76 | 37 | 01/01/02 | 59.28 |
| 8 | 08/01/99 | 93.78 | 38 | 02/01/02 | 57.89 |
| 9 | 09/01/99 | 92.79 | 39 | 03/01/02 | 56.50 |
| 10 | 10/01/99 | 91.79 | 40 | 04/01/02 | 55.10 |
| 11 | 11/01/99 | 90.77 | 41 | 05/01/02 | 53.69 |
| 12 | 12/01/99 | 89.74 | 42 | 06/01/02 | 52.28 |
| 13 | 01/01/00 | 88.70 | 43 | 07/01/02 | 50.86 |
| 14 | 02/01/00 | 87.64 | 44 | 08/01/02 | 49.43 |
| 15 | 03/01/00 | 86.57 | 45 | 09/01/02 | 47.99 |
| 16 | 04/01/00 | 85.50 | 46 | 10/01/02 | 46.54 |
| 17 | 05/01/00 | 84.40 | 47 | 11/01/02 | 45.09 |
| 18 | 06/01/00 | 83.28 | 48 | 12/01/02 | 43.62 |
| 19 | 07/01/00 | 82.15 | 49 | 01/01/03 | 42.14 |
| 20 | 08/01/00 | 80.99 | 50 | 02/01/03 | 40.66 |
| 21 | 09/01/00 | 79.83 | 51 | 03/01/03 | 39.17 |
| 22 | 10/01/00 | 78.64 | 52 | 04/01/03 | 37.66 |
| 23 | 11/01/00 | 77.44 | 53 | 05/01/03 | 36.15 |
| 24 | 12/01/00 | 76.22 | 54 | 06/01/03 | 34.63 |
| 25 | 01/01/01 | 74.99 | 55 | 07/01/03 | 33.11 |
| 26 | 02/01/01 | 73.73 | 56 | 08/01/03 | 31.58 |
| 27 | 03/01/01 | 72.47 | 57 | 09/01/03 | 30.04 |
| 28 | 04/01/01 | 71.18 | 58 | 10/01/03 | 28.50 |
| 29 | 05/01/01 | 69.80 | 59 | 11/01/03 | 26.95 |
| 30 | 06/01/01 | 68.81 | 60 | 12/01/03 | 25.00 |

This Schedule B is effective for and applicable to only those Vehicles described on Schedule A No. 98-3
 dated December 29, 1998

Dated: December 29, 1998

ASSOCIATES LEASING, INC., LESSOR

MBV Trucking, Inc. , LESSEE

By: *D. Collins-Hicks*

By: *x Michael Styrer*

Title: Authorized Representative

Title: President

AMENDMENT TO LEASE AGREEMENT

This Amendment is attached to and specifically incorporated into that certain Truck Lease Agreement (TRAC/Non-Maintenance) dated February 24, 1998, (the "Lease") between Associates Leasing, Inc. (the "Lessor") and MVB Trucking, Inc. (the "Lessee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree as follows:

1. Sections 3 and 6 of the Lease are hereby deleted and the following inserted in lieu thereof:

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight (48) hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is not on the first day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor. and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Lessee will pay Lessor, in advance, on the first day of each calendar month the Monthly Rental for each Vehicle set forth in Schedule "A", whether or not Lessee shall have received a statement for such amount. If the delivery date of a Vehicle is other than the first day of the month, the first full Monthly Rental for each such Vehicle will begin as of the first day of the next succeeding month and Lessee will pay Lessor the

EXHIBIT

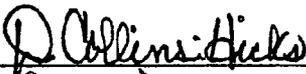
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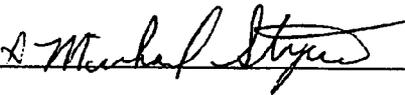
Monthly Rental on a daily prorated basis for the month of delivery. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

2. This Amendment shall be effective as of December 16, 1998.
3. Except as expressly modified hereby, the Lease is and shall remain in full force and effect.

ASSOCIATES LEASING, INC.

LESSEE: MBV Trucking, Inc.

By: 
Title: 

By: 
Title: President

TRANSFER AND ASSUMPTION AGREEMENT

Old Client # 02-203379
New Client # 02-206037
Unit # 176403

This Transfer and Assumption Agreement dated November 16, 1999, is entered into by and between MVB Trucking, Inc. ("Transferor"), Michael Stivers Trucking, Inc. ("Transferee"), Associates Leasing, Inc. ("Lessor"), and any guarantor signing below.

WHEREAS, Transferor and Lessor have entered into that certain Truck Lease Agreement (TRAC /Non-Maintenance) dated February 26, 1998, a copy of which is attached hereto and specifically incorporated herein (the "Lease", and together with any guarantees and other documents executed in connection therewith the "Documents") wherein Lessor leased to Transferor certain vehicles described therein (the "Vehicles"); and

WHEREAS, Transferor has advised Lessor that Transferor desires to transfer to Transferee, and that Transferee desires to acquire Transferor's interest as lessee in the Lease, but Transferor is prohibited from doing so without first obtaining the written consent of Lessor to such transfer. Transferor has requested Lessor to consent to the transfer of Transferor's interest as lessee in the Lease by Transferor to Transferee. Lessor will give its written consent to such transfer provided that (i) this Agreement is executed by Transferor and Transferee and delivered to Lessor; (ii) any guarantors and/or endorsers of Transferor's obligations under the Lease (individually and collectively called the "Guarantor") execute this Agreement or such other consent and acknowledgment of the continuation of their obligations and liabilities under the Lease as Lessor may require; (iii) the ownership rights of Lessor in the Vehicles are and continue to be valid, first, prior to all others and effective against all persons whether such persons are claiming by, through or under Transferor, Transferee or any other person; and (iv) Transferee pays Lessor a \$ 100.00 transfer fee.

NOW THEREFORE, Transferor, for good and valuable consideration paid to Transferor by Transferee, hereby assigns to Transferee, all of Transferor's interest as lessee in and to the Lease subject to the terms, conditions and agreements hereof and of the Lease.

In consideration of the written consent of Lessor, Transferee hereby promises to pay the Monthly Rentals to Lessor in accordance with the Lease and assumes all of the obligations and liabilities of Transferor contained in the Lease as though Transferee was the original lessee of the Vehicles.

Transferor agrees that, notwithstanding the transfer referred to herein, Transferor is in no way released from its obligations set forth in the Lease, but is and shall continue to be firmly bound thereby.

Transferor represents to Lessor and Transferee that no event of default is now existing under the Lease.

Transferee agrees that no warranties have been made as to the Vehicles by Lessor, that LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE VEHICLES FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED and that Lessor shall not under any circumstances be liable for any loss or damage whatsoever including, without limitation, loss of anticipatory profits or for consequential damages.

Transferor and Transferee agree to promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to accomplish such transfer and to protect Lessor's ownership of the Vehicles, including, without limitation, filing financing statements, recording documents, and obtaining Certificates of Title (to the extent permitted by law), Lessor assuming no responsibility therefor.

Guarantor consents to the above transfer, and agrees that such transfer shall not effect its obligations and liabilities, which obligations and liabilities shall remain in full force and effect. Transferor and Guarantor each acknowledges that Lessor may, without notice to any of them and without affecting any of their obligations and liabilities, elect any remedy, compound or release any rights against Transferee or any other persons obligated under the Documents, release all or any part of the Vehicles, on terms satisfactory to Lessor, by operation of law or otherwise, and settle, compromise or adjust any and all rights against and grant extensions of time of payment to Transferee or any other persons obligated under the Lease.

The Vehicles will be kept at: 1109 Daisy Street, Clearfield, PA 16830
(Street Address & City) (County) (State/Province & Zip Code)

Present location of the Vehicles if different from the foregoing: _____
(Street Address & City) (County) (State/Province & Zip Code)

This Transfer and Assumption Agreement shall be effective only upon acceptance by Lessor as indicated below.

No oral agreement, guaranty, promise, representation or warranty shall be binding on Lessor. Each of the parties executing this Agreement acknowledges receipt of a copy hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

TRANSFEROR: MVB Trucking, Inc.
Michael Stivers
TITLE: President
BY: _____
TITLE: _____

TRANSFEEE: Michael Stivers Trucking, Inc.
Michael Stivers
TITLE: President
ADDRESS: 1109 Daisy Street
Clearfield, Clearfield, PA 16830
(City, County, State/Province and Zip Code)
Witnesses to Transferee's Signature
[Signature]
(Witness 1)
[Signature]
(Witness 2)

GUARANTOR: Bradley B. Blackwood
BY: _____
TITLE: Individually
GUARANTOR: Michael C. Stivers
BY: Michael C. Stivers
TITLE: Individually

Lessor hereby consents to the above transfer and assumption pursuant to the terms and conditions of the above agreement.

DATE: November 16, 1999

ASSOCIATES LEASING, INC.
BY: _____
TITLE: _____

EXHIBIT
5



DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 99-1, attached to the Lease.

Unit Number(s)

187725

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 05/12/99
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: MAY 12, 1999

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

EXHIBIT

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By: Michael Stevens Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBAGES

SCHEDULE "A" NUMBER: 99-1

Lessor agrees to pay one (1) payment upon delivery.
The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to .75 %.
The above Schedule "A" Vehicle(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.
Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4481, et. seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor.
The Lessee will register the above described unit(s) at a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on the taxable gross weight and above described in Service Due

LESSOR: Associates Leasing, Inc.
BY: *Diana Q. Bellini*
TITLE: Authorized Representative
DATE: 5-12-99

CLIENT: MBV TRUCKING, INC.
BY: *Michael Hines*
TITLE: PRESIDENT
DATE: MAY 12, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 21, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8002 - PITTSBURGH
 CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
 SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER: 99-1

| IN SERVICE DATE | UNIT NO. | VEHICLE YEAR MAKE MODEL DESCRIPTION | SERIAL NUMBER | SCHEDULE A VALUE | MO RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE SEE SCH "B" | # MO. TERM | RESIDUAL VALUE |
|-----------------|----------|-------------------------------------|--------------------|------------------|------------------|----------------|-----------------------------------|------------|----------------|
| 05/12/99 | 187735 | 1999 FREIGHTLINER, FLU120 TRACTOR | 1FUPC92BXCCLB90089 | \$94,732.00 | 1.717 | \$1,626.55 | | 60 | \$23,683.00 |

VEHICLE DOMICILE: ROUTE #79, PO BOX 190 FRENCHVILLE PA 16836 CLEARFIELD COUNTY TOWNSHIP

STREET ADDRESS CITY STATE ZIP

The domicile location noted above will determine the calculation of sales tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.
 BY: *Diana R. Williams*
 TITLE: Authorized Representative
 DATE: 5/12/99

CLIENT: MBV TRUCKING, INC.
 BY: *Michael H. Hines*
 TITLE: PRESIDENT
 DATE: MAY 11, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED FEBRUARY 24, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

**SCHEDULE B
FINAL ADJUSTMENT TABLE**

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV TRUCKING, INC., dated February 24, 1998.

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

| <u>CALCULATION DATE</u> | <u>PAYMENT NO.</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> | <u>CALCULATION DATE</u> | <u>PAYMENT NO.</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> |
|-------------------------|--------------------|------------------------------------|-------------------------|--------------------|------------------------------------|
| Jun 1, 1999 | 1 | 100.21 | Dec 1, 2001 | 31 | 68.59 |
| Jul 1, 1999 | 2 | 99.35 | Jan 1, 2002 | 32 | 67.32 |
| Aug 1, 1999 | 3 | 98.47 | Feb 1, 2002 | 33 | 66.04 |
| Sep 1, 1999 | 4 | 97.58 | Mar 1, 2002 | 34 | 64.74 |
| Oct 1, 1999 | 5 | 96.68 | Apr 1, 2002 | 35 | 63.44 |
| Nov 1, 1999 | 6 | 95.76 | May 1, 2002 | 36 | 62.12 |
| Dec 1, 1999 | 7 | 94.84 | Jun 1, 2002 | 37 | 60.78 |
| Jan 1, 2000 | 8 | 93.90 | Jul 1, 2002 | 38 | 59.43 |
| Feb 1, 2000 | 9 | 92.96 | Aug 1, 2002 | 39 | 58.07 |
| Mar 1, 2000 | 10 | 92.00 | Sep 1, 2002 | 40 | 56.70 |
| Apr 1, 2000 | 11 | 91.03 | Oct 1, 2002 | 41 | 55.32 |
| May 1, 2000 | 12 | 90.04 | Nov 1, 2002 | 42 | 53.93 |
| Jun 1, 2000 | 13 | 89.05 | Dec 1, 2002 | 43 | 52.53 |
| Jul 1, 2000 | 14 | 88.04 | Jan 1, 2003 | 44 | 51.11 |
| Aug 1, 2000 | 15 | 87.02 | Feb 1, 2003 | 45 | 49.69 |
| Sep 1, 2000 | 16 | 85.98 | Mar 1, 2003 | 46 | 48.25 |
| Oct 1, 2000 | 17 | 84.93 | Apr 1, 2003 | 47 | 46.80 |
| Nov 1, 2000 | 18 | 83.86 | May 1, 2003 | 48 | 45.34 |
| Dec 1, 2000 | 19 | 82.77 | Jun 1, 2003 | 49 | 43.87 |
| Jan 1, 2001 | 20 | 81.67 | Jul 1, 2003 | 50 | 42.38 |
| Feb 1, 2001 | 21 | 80.55 | Aug 1, 2003 | 51 | 40.88 |
| Mar 1, 2001 | 22 | 79.42 | Sep 1, 2003 | 52 | 39.37 |
| Apr 1, 2001 | 23 | 78.28 | Oct 1, 2003 | 53 | 37.84 |
| May 1, 2001 | 24 | 77.11 | Nov 1, 2003 | 54 | 36.31 |
| Jun 1, 2001 | 25 | 75.93 | Dec 1, 2003 | 55 | 34.76 |
| Jul 1, 2001 | 26 | 74.74 | Jan 1, 2004 | 56 | 33.20 |
| Aug 1, 2001 | 27 | 73.53 | Feb 1, 2004 | 57 | 31.63 |
| Sep 1, 2001 | 28 | 72.31 | Mar 1, 2004 | 58 | 30.05 |
| Oct 1, 2001 | 29 | 71.08 | Apr 1, 2004 | 59 | 28.44 |
| Nov 1, 2001 | 30 | 69.84 | May 1, 2004 | 60 | 25.00 |

This Schedule B is effective for and applicable to only those Vehicle(s) described on Schedule A No. 99-1 dated May 12, 1999.

Dated: May 12, 1999

ASSOCIATES LEASING, INC., LESSOR

MBV TRUCKING, INC., LESSEE

By: *Diana B. Collins*

By: *Michael J. Stevens*

Title: Authorized Representative

Title: President



TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of AUGUST 3, 1999 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Moxside Blvd., Ste R00 Muncieville, IN 47302-9144 and MICHAEL C. STEVENSON TRUCKING, INC. (hereinafter called "Lessee"), a corporation with its principal place of business located at ROUTE 879 & STONEHOUSE ROAD, LECONTES, IN 47302-9144.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1½% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below: Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. INDEMNITIES: The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred or asserted against Lessor (which term as used herein include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. LESSEE'S TAX RELATED INDEMNITIES to Lessor are as follows:

(1) General Indemnity. Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) Income Tax Indemnity: Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions, or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) Payment and Enforceability. All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) Duration. The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. ALL OF LESSEE'S obligations, indemnities and liabilities under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. EXPENSE OF OPERATION AND MAINTENANCE OF Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. ADDITIONAL EQUIPMENT REQUIRED BY LAW. In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. NO WARRANTIES; LIMITATION ON LIABILITY: Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED. Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor

hereby assigns to Lessee any rights Lessor may have under any manufacturer's or seller's warranty, to the extent that such assignment may be made without impairing Lessor's ability to assert such rights in its own name and under such warranty. No suit, claim or judgment shall be brought or made by Lessee against or with the manufacturer or seller without the prior written consent of Lessor.

14.A. DEFAULT under this Lease shall occur in the event (i) Lessee shall fail to pay when due any part of the Monthly Rentals, Additional Rents or Adjusted Rents payable hereunder or to provide or maintain the insurance required hereby; (ii) any of Lessee's warranties or representations shall be or become untrue or breached; (iii) Lessee shall fail, after fifteen days notice thereof, to correct any failure in the due performance and observance of any other of the covenants and obligations of Lessee hereunder; (iv) Lessee shall default under any other agreement with Lessor or its affiliates; (v) Lessee transfers a substantial portion of its assets other than in the ordinary course of business; (vi) a voluntary or involuntary petition under any statute relating to bankruptcy, reorganization or receivership or under any other statute relating to the relief of debtors shall be filed by or against Lessee or any guarantor of Lessee's obligations hereunder; or (vii) Lessee or any guarantor of Lessee's obligations hereunder shall make an assignment for the benefit of creditors, admit in writing to being insolvent or, if Lessee or such guarantor is a natural person, if such person shall die.

14.B. LESSOR'S REMEDIES:

(1) In the event of such default described above, Lessor shall have no further obligation to lease vehicles to Lessee and, at the option of Lessor, all rights of Lessee hereunder and in and to the Vehicles shall forthwith terminate. Upon such termination Lessee agrees that Lessor may, without notice to Lessee, either take possession of any or all Vehicles (with or without legal process) or require Lessee to return all Vehicles forthwith to Lessor at such location as Lessor shall designate. Lessee authorizes Lessor and Lessor's agents to enter any premises where the Vehicles may be found for the purpose of repossessing the same. If Lessor retakes possession of any of the Vehicles and at the time of such retaking there shall be in, upon, or attached to the Vehicles any property, goods, or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property, goods, and things of value and hold the same for Lessee or to place such property, goods, or things of value in public storage for the account of, and the expense of, Lessee. Lessor may at its option (i) sell any or all of the Vehicles which are returned or repossessed pursuant to this Section and hold Lessee liable for Adjusted Rental as provided in Section 9, or (ii) lease any or all of the Vehicles to a person other than Lessee for such term and such rental as Lessor may elect in its sole discretion, and apply the proceeds of such lease, after first deducting all costs and expenses relating to the termination of this Lease and the retaking of the Vehicles, to Lessee's obligations hereunder; provided, however, that Lessee shall pay to Lessor immediately upon demand, as liquidated damages for loss of bargain and not as a penalty, a sum with respect to each such Vehicle which represents the excess of the present value at the time of termination of all Monthly Rentals which would otherwise have accrued hereunder to the end of the Maximum Term for such Vehicle over the present value of the aggregate of the rentals to be paid for such Vehicle by such third party for such period (such present values to be computed in each case on the basis of a discount factor equal to the per annum lending rate publicly announced from time to time by Continental Illinois National Bank and Trust Company of Chicago as its prime rate, base rate or reference rate for unsecured loans of the shortest maturity to corporate borrowers in effect on the date this Lease is terminated by Lessor, from the respective dates upon which such Monthly Rentals would have been payable hereunder had this Lease not been terminated). In addition to the other remedies set forth herein, if any Vehicle is not returned to Lessor, or if Lessor is prevented from taking possession thereof, Lessee shall pay to Lessor immediately upon demand Adjusted Rental as provided in Section 9, as if such Vehicle had been sold on the date this Lease was terminated, and the amount of net sale proceeds therefor were zero.

(2) Whether or not the Vehicles are returned to, sold or leased by Lessor, Lessor shall also recover from Lessee all unpaid Monthly Rentals, Additional Rents and Adjusted Rents then due or owing together with all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement of its rights and remedies under this Lease. In addition, Lessor may retain as liquidated damages all Monthly Rentals and Additional Rents and sale proceeds received, including any refunds and other sums which otherwise would be payable to Lessee, and a sum equal to the aggregate of all Monthly Rentals and other amounts, including but not limited to any early termination fee customarily charged by Lessor, (the due dates of which Rentals and other amounts Lessor may accelerate at its option) which would have been due during the period ending, for each Vehicle, on the earliest date on which Lessee could have effectively terminated this Lease as to such Vehicle pursuant to Section 3 if Lessee had not defaulted.

(3) The remedies in this Lease provided in favor of Lessor shall not be deemed exclusive or alternative, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. Lessee hereby waives any right to trial by jury in any action relating to this Lease, as well as any requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The failure of Lessor to exercise any of the rights granted it hereunder shall not constitute a waiver of any such right or establish a custom or course of dealing.

15. NEITHER THIS LEASE, any rights or obligations hereunder, nor any rights in or to the Vehicles may be assigned or subleased by Lessee without the prior written consent of Lessor and no such assignment or sublease shall be valid or binding on Lessor. Lessor may assign this Lease or an interest hereunder or in the Vehicles for any purpose without consent of or notice to Lessee.

16. LESSEE AGREES that at any time and from time to time, after the execution and delivery of this Lease, it shall, upon request of Lessor, execute and deliver such further documents and do such further acts and things as Lessor may reasonably request in order fully to effect the purposes of this Lease and to protect Lessor's interest in the Vehicles, including, but not limited to, furnishing any and all information necessary to enable Lessor or its insurer to defend itself in any litigation arising in connection herewith. Lessee hereby authorizes Lessor to insert serial numbers, delivery and Monthly Rental due dates and other data on the Schedules, Delivery Receipts and other documents relating hereto when such numbers, dates and data become known to Lessor.

17. NOTICES required or permitted to be given hereunder shall be given in writing either personally or by registered or certified mail addressed to the respective party at its address listed on page one hereof or, if such party has previously given notice of a change of address, to the address specified in the last such notice of change of address. Notices shall be deemed received when delivered if personally delivered or, if mailed, two business days after deposit postage prepaid in the United States mails.

18. THIS LEASE will become effective only upon acceptance by Lessor. This form is intended for general use throughout the United States. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be ineffective in such jurisdiction to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is the intention of the parties hereto that this contract constitute a lease for tax and other purposes; however, if for purposes of perfection, this contract is interpreted by any court as a lease intended as security, Lessee hereby grants to Lessor a security interest in the vehicles. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. This Lease and any Schedules and other documents relating hereto may be modified only in a writing signed by the party against whom enforcement is sought. No vehicle dealer nor any employee or agent of any dealer or of any other person has authority to make any representations to Lessee on Lessor's behalf as to the performance of the Vehicles, or as to any provision of this Lease or as to any other matter whatsoever. Lessee has no authority to, and shall not, make any warranty or representation concerning the Vehicles to any person on Lessor's behalf.

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING

LESSEE

By *Michael C. Styers*

Title SOLE PROPRIETOR T.I.N. 232-89-3585

ASSOCIATES LEASING, INC., LESSOR

By

Title *Mike Van*

Witness (if Any):

John P. [Signature]

Accepted on

8-3-99

(Date)

LESSEE CERTIFICATION

With respect to that certain Truck Lease Agreement entered into as of AUGUST 3, 1999 by and between Associates Leasing, Inc. ("Lessor") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING ("Lessee"), Lessee hereby certifies, under penalty of perjury, that Lessee intends that more than 50 percent of the use of the property subject to such Truck Lease Agreement is to be in a trade or business of the Lessee. Lessee has been advised by Lessor, and acknowledges, that Lessee will not be treated as the owner of the property subject to the Truck Lease Agreement for Federal income tax purposes.

MICHAEL C. STYERS
LESSEE: DBA MICHAEL C. STYERS TRUCKING

BY:

Michael C. Styers

TITLE: SOLE PROPRIETOR

DATE: AUGUST 3, 1999

CROSS COLLATERAL SECURITY/CROSS DEFAULT AGREEMENT

This Agreement is by and between Associates Commercial Corporation ("ACC"), Associates Leasing, Inc. ("ALI") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING (the "Company").

WHEREAS, ALI has and/or may hereafter acquire and/or enter into Contracts (as defined herein) with the Company, and

WHEREAS, ACC has and/or may hereafter acquire and/or enter into Contracts with the Company, and

WHEREAS, the Company desires that ALI and/or ACC, as appropriate, acquire or enter into one or more such Contracts, and

WHEREAS, it is a condition precedent to ALI and/or ACC, as appropriate, acquiring or entering into such Contracts that the Company shall agree to all the terms and conditions included herein, and

WHEREAS, since the terms and conditions included in this Agreement will affect each of the Contracts, the Company desires the agreement of ALI and ACC to the terms and conditions hereof.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

- The following terms as used herein shall be defined as follows:
 - "Contracts" shall mean all present and future (i) conditional sale contracts, lease agreements, security agreements, notes and other like agreements which ACC or ALI may acquire arising from the sale or lease to the Company of equipment and/or inventory from any vendor or lessor, and (ii) lease agreements, security agreements, direct loan agreements, notes and other agreements of any kind between the Company and ACC and/or ALI.
 - "Collateral" shall mean all the present and future equipment, inventory, and other property described in and subject to the Contracts and/or which secures the performance of the Company thereunder, together with all the cash and non-cash proceeds of all of the foregoing.
 - "Obligations" shall mean all the present and future duties, liabilities and obligations due to ACC and/or ALI from the Company under the Contracts whether joint or several, direct or indirect, absolute or contingent, secured or unsecured, or matured or unmatured.
- Each item of Collateral shall secure the payment and other performance by the Company of each of the Obligations and shall continue to do so unless and until all of the Obligations are paid in full and otherwise satisfied and the Contracts have been fully performed by the Company. ACC and ALI shall retain their security interest in the Collateral as security for the Company's performance of the Obligations notwithstanding the payment in full or other complete performance by the Company of one or more Obligations or Contracts.
- A default by the Company under one or more of the Contracts shall constitute a default by the Company under each of the Contracts. Following such a default, ACC and ALI may immediately exercise all the rights and remedies (i) of a secured party under the Uniform Commercial Code, (ii) otherwise accorded ACC or ALI under any of the Contracts whether or not such rights or remedies are specifically set forth in the Contract being enforced, and (iii) otherwise lawfully available to ACC and ALI.
- The parties hereto intend by this Agreement (i) to create cross default conditions among all the Contracts, and (ii) to create cross security rights and remedies in the favor of ACC and ALI with respect to the Collateral and the Obligations. All the rights and remedies granted to ACC and ALI hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect the rights and remedies of ACC and ALI under the Contracts or under any statute, judicial decision or rule of law. This Agreement shall become a part of and specifically incorporated in the Contracts. Except as expressly modified herein, all the terms and conditions included in the Contracts shall remain in full force and effect. This Agreement may be modified only through the written agreement of each party hereto and shall inure to the benefit of the successors and assigns of ACC and ALI and shall be binding upon the successors and assigns of the Company. The Company may not assign its rights and/or obligations hereunder without the prior written consent of ACC and ALI.

Dated: AUGUST 3, 1999

ASSOCIATES COMMERCIAL CORPORATION

BY: *[Signature]*

TITLE: *Office mgr.*

ADDRESS: 2790 Mosside Blvd., Ste 800

Monroeville, PA 15146-2144

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING

BY: *[Signature]*

TITLE: SOLE PROPRIETOR

ADDRESS: ROUTE 879 & STONEHOUSE ROAD

LECONTES MILLS, PA 16850

ASSOCIATES LEASING, INC.

BY: *[Signature]*

TITLE: *[Signature]*

ADDRESS: 2790 Mosside Blvd., Ste 800

Monroeville, PA 15146-2144

Branch: 8002 - PITTSBURGH

CLIENT NO:

02-204513

ASSOCIATES LEASING, INC.

SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER:

99-1

IN SERVICE DATE

08/03/99

VEHICLE YEAR, MAKE, MODEL DESCRIPTION

183784 2000 FREIGHTLINER, FL1120 TRACTOR

SERIAL NUMBER

1FUPDXXYB3YL12461

SCHEDULE A VALUE

\$82,457.00

MO. RENTAL FACTOR

.01717

MONTHLY RENTAL

\$1,415.79

FINAL ADJ. PERCENTAGE

SEE SCH "B"

MO. TERM

60

RESIDUAL VALUE

\$20,614.25

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD

STREET ADDRESS

LECONTES MILLS

CITY

PA 16850

STATE

ZIP

CLEARFIELD

COUNTY

TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

BY: *Devin Williams*

TITLE: Authorized Representative

DATE: 8-3-99

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*

TITLE: SOLE PROPRIETOR

DATE: AUGUST 3, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999 BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-204513

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

IN SERVICE DATE: 08/13/99
UNIT NO.: 194738
VEHICLE YEAR, MAKE, MODEL DESCRIPTION: 2000 FREIGHTLINER, FLD120 TRACTOR
SERIAL NUMBER: 1FUNDXYB5YLB12464
SCHEDULE A VALUE: \$82,457.00
MO. RENTAL FACTOR: .01717
MONTHLY RENTAL: \$1,415.79
FINAL ADJ. PERCENTAGE: SEE SCH "B"
MO. TERM: 60
RESIDUAL VALUE: \$20,614.25

SCHEDULE "A" NUMBER: 99-2

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD
STREET ADDRESS: LECONTES MILLS
CITY: CLEARFIELD
STATE: PA ZIP: 16830
COUNTY: TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Diana Williams*
TITLE: Authorized Representative

BY: *Michael C. Styers*
TITLE: SOLE PROPRIETOR

DATE: 8-13-99

DATE: AUGUST 13, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999
BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING



ASSOCIATES LEASING, INC.
A SUBSIDIARY OF ASSOCIATES CORPORATION OF NORTH AMERICA

DOCUMENTATION CORRECTION NOTICE

For your file, to be attached to and made a part of the document described below.

October 7, 1999

Lessee Name:

Client #: 02-204513

Unit #: 194758

Michael C. Styers dba Michael C. Styers Trucking
Attn: Michael C. Styers
Route 879 & Stonehouse Rd.
Lecontes Mills, PA 16850

Document(s): Schedule A & VPO

Truck Lease Agreement Dated: August 3, 1999
Transaction Date: August 13, 1999

A recent audit of the above noted document(s), copy(s) of which is (are) attached hereto, has revealed an error concerning:

The serial number reads as 1FUPDXYB5YLB12464.

The correct information for the document(s) mentioned is as follows:

The serial number should read as 1FUPDXYB5YLB12462.

This notice shall hereinafter become attached to and specifically incorporated in the above noted "Truck Lease Agreement."

Should you have any questions in this regard, please call Robin Nichols at 972-652-2589.

Thank you.

EXHIBIT

8



**SECURITY AGREEMENT
(Conditional Sale Contract)**

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

| Year | Make | Model | Description | Identification Number |
|------|--------------|-----------|-------------|-----------------------|
| 2000 | FREIGHTLINER | FLD13264T | TRACTOR | 1FUPCXYBOYLA17062 |

Collateral Will Be Kept At (Address): RT 879/STONEHOUSE RD, LECONTES MILL County CLEARFIELD State PA

INSURANCE COVERAGE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

CHECK ONE
↑
↓

Buyer has obtained the required coverages through:

WM BOWLEY INSURANCE AGENC 203A BEAVER DRIVE DU BOIS, PA 16801
(Agent's Name and Address)

GREAT AMERICAN INSURANCE
(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

Buyer desires Credit Insurance: Premium \$ _____
(Enter above and in 4(b) - INSURANCE CHARGES)

CHECK ONE
↑
↓

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in item 4(b) - Insurance Charges.

Buyer does not want Credit Insurance.

BUYER *Michael Styers* Date 02/09/00
(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

| | | |
|--|----|------------|
| 1. CASH PRICE | \$ | 90,000.00 |
| 2. (a) Cash Down Payment | \$ | 0.00 |
| Trade-In: | | |
| Gross Allowance | \$ | 0.00 |
| Less Amount Owing | \$ | 0.00 |
| (b) Trade-In (Net Allowance) | \$ | 0.00 |
| Description of Trade-In: | | |
| TOTAL DOWN PAYMENT (a + b) | \$ | 0.00 |
| 3. UNPAID CASH | | |
| PRICE BALANCE (1 Minus 2) | \$ | 90,000.00 |
| 4. INSURANCE COSTS | | |
| (a) Physical Damage Insurance coverage, as checked below, for _____ months from the date hereof <u>02/09/00</u> | \$ | 0.00 |
| <input type="checkbox"/> \$ _____ Deductible Fire, Theft, Combined Additional Coverage, and Deductible Collision; or | | |
| <input type="checkbox"/> \$ _____ Deductible Comprehensive and Deductible Collision. | | |
| (b) Credit Life Insurance for the term of the credit only | \$ | 0.00 |
| TOTAL INSURANCE COSTS (a + b) | \$ | 0.00 |
| 5. OTHER COSTS (Itemize) | | |
| (a) Registration or License | \$ | 0.00 |
| (b) Title Fee | \$ | 0.00 |
| (c) _____ | \$ | 0.00 |
| TOTAL OTHER COSTS (a + b + c) | \$ | 0.00 |
| 6. PRINCIPAL AMOUNT FINANCED (3 + 4 + 5) | \$ | 90,000.00 |
| 7. FINANCE CHARGE | \$ | 29,225.78 |
| 8. TIME BALANCE (6 + 7) | \$ | 119,225.78 |

Page 1 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXYBOYLA17062

EXHIBIT

9

ORIGINAL FOR ASSOCIATES

Buyer's Initials

MS

INSTALLMENT SCHEDULE: Buyer promises to pay Seller the TIME BALANCE (Item B above) in _____ 60 _____ installments as follows:
(Total No. of Installments)

(a) \$ _____ or _____ (Cash) _____ and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ _____

Other than successive monthly payments:

(b) Each installment in the groups below is payable on a consecutive monthly basis
1 installment of 1,639.42 due 02/09/2000 followed by
58 installments of 1,639.42 each commencing 03/09/2000 followed by
1 installment of 22,500.00 due 01/09/2005

A. COLLATERAL USE. Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. COLLATERAL PRESERVATION. Buyer agrees, at its own cost and expense; to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all including the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying notes.

C. INSURANCE. Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. FINANCING STATEMENT. If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

E. PERFORMANCE. If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. DEFAULT. Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost or destroyed; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. REMEDIES. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any applicable laws, indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at its address shown herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the

Page 2 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCX80YLA17052

Buyer's Initials
MS

ORIGINAL FOR ASSOCIATES

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

H. REINSTATEMENT At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if buyer pays all past due installments, accrued default charges and, if replevied by legal process authorized cost of suit, including reasonable attorney fees, but if default at time of repossession exceeds 15 days, Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

I. PREPAYMENT Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

J. GENERAL. Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

K. ACCELERATION INTEREST. Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. LATE INSTALLMENTS. For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4% of the amount of such installment.

M. SECURITY INTEREST. To secure payment of the TIME BALANCE (Item 8), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. CROSS SECURITY. Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. DISCLAIMER. There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

P. ADDITIONAL COVENANTS AND ORAL AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

Q. CHATTEL PAPER. This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

NOTICE TO BUYER :
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 02/09/00

MICHAEL STYERS TRUCKING, INC.

Seller MURRAY'S FORD, INC.

By *Ronald R. Lucas* Title

(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

Buyer(s) MICHAEL STYERS TRUCKING, INC.

(Name of individual(s), corporation or partnership. Give trade style, if any, after name.)

By *Michael Styers* Title *President*

(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By _____ Title _____

(If co-buyer, co-partner or co-officer, sign here and show which.)

RD #1, BOX 12 (Street Address)

ROUTE 879 & STONEHOUSE ROAD (Street Address)

DU BOIS PA 16801 (City, State and Zip Code)

LECONTES MILLS 1 CLEARFIELD PA 16850 (City, COUNTY, State, and Zip Code)

Buyer's Initials *M.S.*

Page 3 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FJPCXYB0YLA170E2

SELLERS AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC.

("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: FUPCXYBOYLA170E2 (the "Security Agreement"), (b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on 02/09/00 (Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None") Assignor (Name of individual, corporation or partnership.) Dated By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

SUBJECT TO WOR DEALER AGREEMENT 06-01-95 MURRAYS FORD, INC. Assignor (Name of individual, corporation or partnership.) Dated 02/09/00 By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None") Assignor (Name of individual, corporation or partnership.) Dated By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness or the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jill A. Santermark
Witness _____

Guarantor BRADLEY B. BLACKWOOD (L.S.)

By [Signature]

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

EXHIBIT
10

Address 610 HIGH STREET
CURWENSVILLE, PA 16833-1453

NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and Indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and Indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jella Jandermacher

Guarantor MICHAEL C. STYERS (L.S.)

Witness _____

By X Michael Styers

EXHIBIT 11

Title Individually (If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.) Address 1109 DAISY STREET CLEARFIELD, PA 16830-2748

NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solidio, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is ROUTE 879, PO BOX 190, FRENCHVILLE, PA 16836 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and Indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and Indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on MAY 12, 1999.

Witness [Signature]

Guarantor SHEILA STYERS (L.S.)

Witness _____

By [Signature]

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET CLEARFIELD, PA 16830

NOTE: Insert *exact* company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.

EXHIBIT

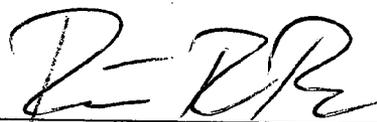
12

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

6/02/06

Date



Benjamin R. Bibler, Esquire

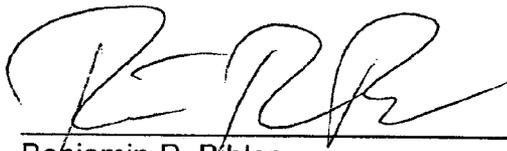
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Amended Complaint was served on the following on this 2nd day of June 2006, by first class, U.S. Mail, postage pre-paid:

Timothy Durant, Esquire
201 North 2nd Street
Clearfield, PA 16830

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:



Benjamin R. Bibler

4 0 0 0

FILED

APR 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

Civil Action No. 05-1365-CD

MICHAEL STYERS TRUCKING, INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantors

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on June 21, 2007

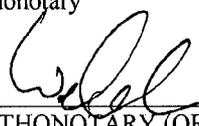
Assumpsit Judgment in the amount
of \$380,720.92 plus costs.

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

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

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

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

MICHAEL C STYERS
120 S FIFTH ST
CLEARFIELD, PA 16830

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05-1365-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT
ON AMENDED COMPLAINT
(As To Michael C. Styers, Only)

MICHAEL STYERS TRUCKING, INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantors

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D.#93598
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04388983
Judgment Amount \$ 380,720.92

FILED
JUN 21 2007
M 1:00 / w
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT w/NOTICE
TO M. STYERS

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

Civil Action No. 05-1365-CD

MICHAEL STYERS TRUCKING, INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantors

Defendants

PRAECIPE FOR DEFAULT JUDGMENT ON AMENDED COMPLAINT

(As To Michael C. Styers, Only)

TO THE PROTHONOTARY:

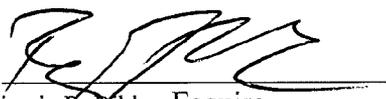
(AS TO COUNT V)

Kindly enter Judgment against the Defendant, Michael C. Styers, above named, in the default of an Answer, in the amount of \$380,720.92 computed as follows:

| | |
|--|--------------|
| Amount claimed in Complaint | \$282,296.22 |
| Interest from June 22, 2005 to May 30, 2007
at the legal interest rate of 18.0% per annum | \$98,424.70 |
| TOTAL | \$380,720.92 |

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Benjamin R. Bibler, Esquire

PA I.D.#93598

Weltman, Weinberg & Reis Co., L.P.A.

2718 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#04388983

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 120 S FIFTH ST., CLEARFIELD, PA 16830.

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

GE COMMERCIAL FINANCE

Plaintiff

05-1365-CD

MICHAEL STYERS TRUCKING INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

IMPORTANT NOTICE ON AMENDED COMPLAINT

TO:
MICHAEL C STYERS -
120 S FIFTH ST
CLEARFIELD, PA 16830

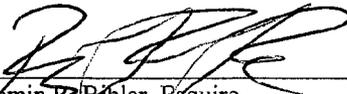
Date of Notice: _____

05/16/07

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Benjamin R. Bibler, Esquire
PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #04388947

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

GE COMMERCIAL FINANCE

Case no: 05-1365-CD

Plaintiff

NON-MILITARY AFFIDAVIT

vs.

MICHAEL STYERS TRUCKING, INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantors

Defendants

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

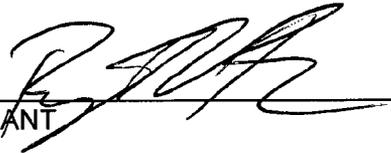
That he/she is the duly authorized agent of the Plaintiff in the
within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the
Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

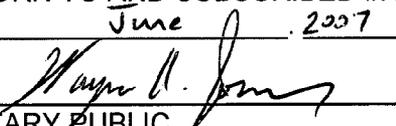
Affiant further states that based upon investigation it is the affiant's belief that the Defendant,
MICHAEL C. STYERS
is not in the military service.

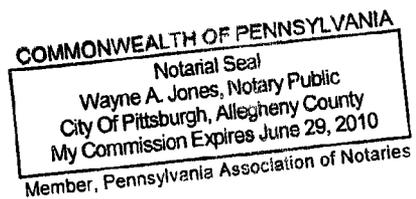
Affiant further states that this belief is supported by the attached certificate from the Defense
Manpower Data Center (DMDC), which states that the Defendant, MICHAEL C. STYERS
is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 20 day
of June, 2007.


NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained
will be used for that purpose.

Department of Defense Manpower Data Center

MAY-30-2007 05:56:23



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

| ◀ Last Name | First/Middle | Begin Date | Active Duty Status | Service/Agency |
|-------------|--------------|------------|--|----------------|
| STYERS | | | Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty. | |

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: BMEIJNNUAWV

FILED

(JUN 21 2007)

**William A. Smith
Prothonotary/Clerk of Court**

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

Civil Action No. 05-1365-CD

MICHAEL STYERS TRUCKING, INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantors

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on June 21, 2007

(xx) Assumpsit Judgment in the amount
 of \$380,720.92 plus costs.

() Trespass Judgment in the amount
 of \$ _____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

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

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

MICHAEL STYERS TRUCKING INC
120 S FIFTH ST
CLEARFIELD, PA 16830

Plaintiff's address is:
c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05-1365-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT
ON AMENDED COMPLAINT
(As To Michael Styers Trucking, Inc., Only)

MICHAEL STYERS TRUCKING, INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantors

Defendants

FILED

JUN 21 2007

W/2:10/W
William A. Shaw
Prothonotary/Clerk of Courts

FILED ON BEHALF OF
Plaintiff

1 COPY TO MICHAEL STYERS TRUCKING
INC. W/ NOTICE

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598WELTMAN, WEINBERG & REIS CO.,
L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04388947
Judgment Amount \$ 87,727.92

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

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

GE COMMERCIAL FINANCE

Plaintiff
vs.

Civil Action No. 05-1365-CD

MICHAEL STYERS TRUCKING, INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantors

Defendants

PRAECIPE FOR DEFAULT JUDGMENT ON AMENDED COMPLAINT

(As To Michael Styers Trucking, Inc., Only)

TO THE PROTHONOTARY:

COUNT I

Kindly enter Judgment against the Defendant, MICHAEL STYERS TRUCKING, INC., above named, in the default of an Answer, in the amount of \$87,727.92, as to Count I, computed as follows:

| | |
|--|--------------|
| Amount claimed in Complaint | \$65,048.34 |
| Interest from June 22, 2005 to May 30, 2007
at the legal interest rate of 18.0% per annum | \$ 22,679.58 |
| TOTAL | \$87,727.92 |

COUNT II

Kindly enter Judgment against the Defendant, MICHAEL STYERS TRUCKING, INC., above named, in the default of an Answer, in the amount of \$113,440.38, as to Count II, computed as follows:

| | |
|--|--------------|
| Amount claimed in Complaint | \$84,113.55 |
| Interest from June 22, 2005 to May 30, 2007
at the legal interest rate of 18.0% per annum | \$29,326.83 |
| TOTAL | \$113,440.38 |

COUNT III

Kindly enter Judgment against the Defendant, MICHAEL STYERS TRUCKING, INC., above named, in the default of an Answer, in the amount of \$98,977.44, as to Count III, computed as follows:

| | |
|---|-------------|
| Amount claimed in Complaint | \$73,389.61 |
| Interest from June 22, 2005 to May 30, 2007
at the legal interest rate of 6.0% per annum | \$25,587.83 |
| TOTAL | \$98,977.44 |

COUNT IV

Kindly enter Judgment against the Defendant, MICHAEL STYERS TRUCKING, INC., above named, in the default of an Answer, in the amount of \$80,575.18, as to Count IV, computed as follows:

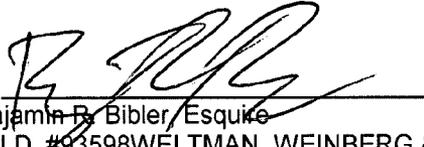
| | |
|--|-------------|
| Amount claimed in Complaint | \$59,744.72 |
| Interest from June 22, 2005 to May 30, 2007
at the legal interest rate of 18.0% per annum | \$20,830.46 |
| TOTAL | \$80,575.18 |

TOTAL COUNT I, COUNT II, COUNT III , and COUNT IV

\$380,720.92

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Benjamin B. Bibler, Esquire
PA I.D. #03598 WELTMAN, WEINBERG & REIS CO.,
L.P.A.

2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04388947

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 120 S FIFTH ST., CLEARFIELD, PA 16830.

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

GE COMMERCIAL FINANCE

Plaintiff

05-1365-CD

MICHAEL STYERS TRUCKING INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

IMPORTANT NOTICE ON AMENDED COMPLAINT

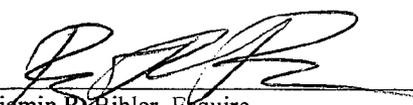
TO:
MICHAEL STYERS TRUCKING INC
120 S FIFTH ST
CLEARFIELD, PA 16830

Date of Notice: 05/16/07

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Benjamin B. Bibler, Esquire
PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #04388947

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

GE COMMERCIAL FINANCE

Case no: 05-1365-CD

Plaintiff
vs.

NON-MILITARY AFFIDAVIT

MICHAEL STYERS TRUCKING, INC.,
and MICHAEL STYERS, BRADLEY B.
BLACKWOOD, and SHEILA STYERS
as Personal Guarantors

Defendants

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the
within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the
Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

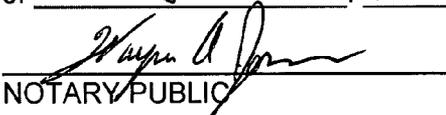
Affiant further states that based upon investigation it is the affiant's belief that the Defendant,
MICHAEL STYERS TRUCKING, INC.,
is not in the military service.

Affiant further states that this belief is supported by the attached certificate from the Defense
Manpower Data Center (DMDC), which states that the Defendant, MICHAEL STYERS TRUCKING, INC.,
is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 20 day
of June 2007.

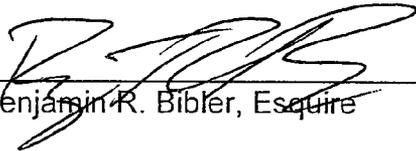

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

This law firm is a debt collector attempting to collect this debt for our client and any information obtained
will be used for that purpose.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



Benjamin R. Bibler, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102654
NO: 05-1365-CD
SERVICE # 1 OF 4
AMENDED COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE

vs.

DEFENDANT: MICHAEL STYERS TRUCKING, INC. and MICHAEL STYERS,
BRADLEY B. BLACKWOOD, & SHEILA STYERS as personal guarantors

SHERIFF RETURN

NOW, April 18, 2007 AT 11:30 AM SERVED THE WITHIN AMENDED COMPLAINT ON MICHAEL STYERS TRUCKING, INC. DEFENDANT AT 120 S. FIFTH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHAEL STYERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
9/3/22
AUG 22 2007
LM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102654
NO: 05-1365-CD
SERVICE # 2 OF 4
AMENDED COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE

vs.

DEFENDANT: MICHAEL STYERS TRUCKING, INC. and MICHAEL STYERS,
BRADLEY B. BLACKWOOD, & SHEILA STYERS as personal guarantors

SHERIFF RETURN

NOW, April 18, 2007 AT 11:30 AM SERVED THE WITHIN AMENDED COMPLAINT ON MICHAEL STYERS DEFENDANT AT 120 S. FIFTH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHAEL STYERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 4 Services

Sheriff Docket # **102654**

GE COMMERCIAL FINANCE

Case # 05-1365-CD

vs.

**MICHAEL STYERS TRUCKING, INC. and MICHAEL STYERS,
BRADLEY B. BLACKWOOD, & SHEILA STYERS as personal guarantors**

TYPE OF SERVICE AMENDED COMPLAINT

SHERIFF RETURNS

NOW August 22, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN AMENDED COMPLAINT "NOT FOUND" AS TO SHEILA STYERS, DEFENDANT. LIVES IN TEXAS.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 4 of 4 Services

Sheriff Docket # **102654**

GE COMMERCIAL FINANCE

Case # **05-1365-CD**

vs.

**MICHAEL STYERS TRUCKING, INC. and MICHAEL STYERS,
BRADLEY B. BLACKWOOD, & SHEILA STYERS as personal guarantors**

TYPE OF SERVICE AMENDED COMPLAINT

SHERIFF RETURNS

NOW August 22, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN AMENDED COMPLAINT "NOT FOUND" AS TO BRADLEY B. BLACKWOOD, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102654
NO: 05-1365-CD
SERVICES 4
AMENDED COMPLAINT

PLAINTIFF: GE COMMERCIAL FINANCE
vs.
DEFENDANT: MICHAEL STYERS TRUCKING, INC. and MICHAEL STYERS,
BRADLEY B. BLACKWOOD, & SHEILA STYERS as personal guarantors

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | WELTMAN | 8411949 | 40.00 |
| SHERIFF HAWKINS | WELTMAN | 8411949 | 32.82 |

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

4/5/07 Document
Reinstated/~~Reinstated~~ to Sheriff/~~Attorney~~
for service.
[Signature]
Deputy Prothonotary

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05- 1365 - CD

vs.

AMENDED COMPLAINT IN CIVIL ACTION

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04388947

FILED *no cc*
m11:05/61
JUN 06 2006 *[initials]*

William A. Shaw
Prothonotary/Clerk of Courts

COUNT I

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

10. On or about February 24, 1998, MBV trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 1") in favor of Plaintiff. A true and correct copy of said Agreement 1 is attached hereto, marked as Exhibit "3" and made a part hereof.

11. On or about December 16, 1998, Agreement 1 was amended. A true and correct copy of the Amendment is attached hereto, marked as Exhibit "4" and made a part hereof.

12. Pursuant to said Agreement 1, MBV trucking, Inc. took possession of the Truck more particularly identified in Schedule "A" as a 1999 Freightliner, serial number 1FUPCXYB5XLA17045.

13. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. A true and correct copy of the Transfer and Assumption Agreement is attached hereto, marked as Exhibit "5" and made a part hereof.

14. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

15. Plaintiff avers that a payoff balance of \$65,048.34 is due from Defendant Michael Styers Trucking, Inc as of July 11, 2001.

16. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

17. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count I against Defendant Michael Styers Trucking, Inc. in the amount of \$65,048.34 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001 and costs.

COUNT II

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

19. On or about May 12, 1999, MBV trucking, Inc. added an additional Freightliner to Agreement 1. A true and correct copy of said Delivery and Acceptance Certificate with payment schedules are attached hereto, marked as Exhibit "6" and made a part hereof.

20. MBV trucking, Inc. took possession of the Truck more particularly identified as a 2000 Freightliner, serial number 1FUPCSZBXXLB90089.

21. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. See Exhibit "5."

22. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

23. Plaintiff avers that a payoff balance of \$84,113.55 is due from Defendant Michael Styers Trucking, Inc. as of July 11, 2001.

24. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

25. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principle balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count II against Defendant Michael Styers Truckin, Inc. in the amount of \$84,113.55 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT III

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

27. On or about August 3, 1999, Defendant Michael Styers Trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 2") in favor of Plaintiff. A true and correct copy of said Agreement 2 is attached hereto, marked as Exhibit "7" and made a part hereof.

28. Pursuant to said Agreement 2, Defendant Michael Styers Trucking, Inc. took possession of the Trucks more particularly identified in Schedule "A" as a 2000 Freightliner, serial number 1FUPDXYB5YLB12464 and a 2000 Freightliner, serial number 1FUPDXYB3YLB12461.

29. On or about October 7, 1999, a document correction notice was sent to Defendant Michael Styers Trucking Inc. correcting an inaccuracy involving the serial number of one of the trucks. A true and correct copy of the Notice is attached hereto, marked as Exhibit "8" and made a part hereof.

30. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 2 by not having made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

31. Plaintiff avers that a payoff balance of \$73,389.61 is due from Defendant Michael Styers Trucking, Inc. as of July 11, 2001.

32. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

33. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any other part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count III against Defendant Michael Styers Trucking, Inc. in the amount of \$73,389.61 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT IV

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

35. On or about February 9, 2000, Defendant Michael Styers Trucking Inc. entered into a Conditional Sale Contract (hereinafter "Agreement 3") in favor of Plaintiff. A true and correct copy of said Agreement 3 is attached hereto, marked as Exhibit "9" and made a part hereof.

36. Defendant Michael Styers Trucking, Inc. took possession of the truck more particularly identified as a 2000 Freightliner, serial number 1FUPCXBOYLA17052.

37. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 3 by failing to make payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

38. Plaintiff avers that a payoff balance of \$59,744.72 is due from the Defendant Michael Styers Trucking, Inc. as of June 26, 2001.

39. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

40. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count IV against Defendant Michael Styers Trucking, Inc. in the amount of \$59,744.72 with continuing interest thereon at the Contractual rate 18% per annum from June 26, 1001, plus costs.

COUNT V

41. On or about February 23, 1998, Defendant Bradley B. Blackwood entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "10" and made a part hereof.

42. On or about February 23, 1998, Defendant Michael Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "11" and made a part hereof.

43. On or about May 12, 1999, Defendant Sheila Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "12" and made a part hereof.

44. Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers personally guaranteed repayment of the balance due in the event of a default.

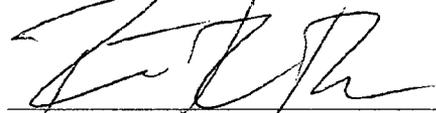
45. Plaintiff avers that a payoff balance of \$282,296.22 is due from Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers as of June 26, 2001.

46. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

47. Although repeatedly requested to do so by Plaintiff, Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers have willingly failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count V against Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers in the amount of \$282,296.22 with continuing interest thereon at the Contractual rate 18% per annum from July 11, 2001, plus costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Benjamin R. Bibler, Esquire

PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:04388983

State of Delaware

PAGE 1

Office of the Secretary of 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 CERTIFICATE OF AMENDMENT OF "ASSOCIATES COMMERCIAL CORPORATION", CHANGING ITS NAME FROM "ASSOCIATES COMMERCIAL CORPORATION" TO "CITICAPITAL COMMERCIAL CORPORATION", FILED IN THIS OFFICE ON THE SECOND DAY OF MAY, A.D. 2001, AT 3 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 CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JULY, A.D. 2001.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1113235

DATE: 05-03-01

0709017 8100

010212245

EXHIBIT

1

MAY-01-2002 10:00

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

Associates Commercial Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Associates Commercial Corporation be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"FIRST. The name of the corporation is CitiCapital Commercial Corporation."

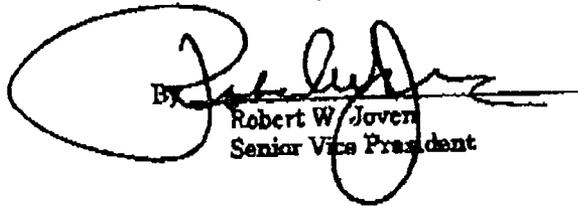
SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on July 1, 2001.

IN WITNESS WHEREOF, said Associates Commercial Corporation has caused this certificate to be signed by Robert W. Joven, its Senior Vice President this 24th day of April, 2001.

Associates Commercial Corporation

By 
Robert W. Joven
Senior Vice President

AFFIDAVIT REGARDING TRANSFER OF CLAIM

STATE OF TEXAS)
)
COUNTY OF DALLAS) SS:

Ralph Coppola, being duly sworn, deposes and says:

1. Unless otherwise stated in this affidavit, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification, or as additional information becomes available, General Electric Capital Corporation will submit a supplemental affidavit to the Court reflecting such amended or modified information.

2. Since February 1, 2005, I have been a vice president in the Transportation Finance Division of General Electric Capital Corporation ("GE"). At all relevant times through January 31, 2005, I was an officer of CitiCapital Commercial Corporation ("CitiCapital").

3. Pursuant to that certain Purchase and Sale Agreement, dated as of November 22, 2004, and related ancillary documentation (the "Transaction"), GE acquired certain assets (the "Assets") from, among others, CitiCapital Commercial Corporation and CitiCapital Commercial Leasing Corporation.

4. In particular, as part of the Transaction, the Assets represented by the following account numbers have been transferred to GE:

| <u>PMS Account Number</u> | <u>InfoLease Account Number</u> |
|---------------------------|---------------------------------|
| 1483161001 | 211-0094387-000 |
| 1483161002 | 211-0094388-000 |
| 1483161003 | 211-0094389-000 |

EXHIBIT

2

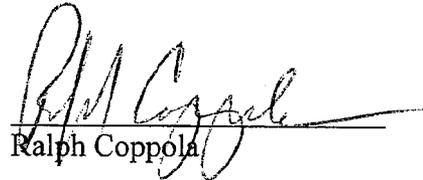
1483161004

211-0094390-000

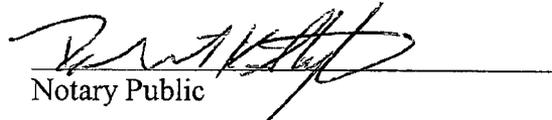
Each of these accounts was acquired on February 1, 2005 as a part of the Transaction.

5. The said account(s) is/are set forth in the pleadings of GE in the captioned case and is/are the basis of the causes of action stated therein.

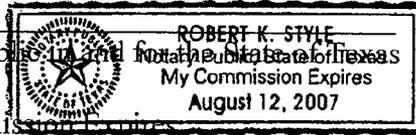
This concludes my affidavit.


Ralph Coppola

Sworn to and subscribed before me, a notary public in and for the State of Texas
on this 31st day of May, 2006.


Notary Public

Notary Public in and for the State of Texas
My Commission Expires
My Commission Expires





TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of FEBRUARY 24, 1998 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mosside Blvd., Ste 800, Monroeville, PA 15146-2144 and MBV TRUCKING, INC. (hereinafter called "Lessee"), a Pennsylvania corporation with its principal place of business located at 327 A EAST MARKET STREET, CLEARFIELD, PA 16830.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles shall be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1½% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below; Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. INDEMNITIES: The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred by or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. LESSEE'S TAX RELATED INDEMNITIES to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity.** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle. Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions, or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. ALL OF LESSEE'S obligations, indemnities and liabilities under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. EXPENSE OF OPERATION AND MAINTENANCE of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. ADDITIONAL EQUIPMENT REQUIRED BY LAW. In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. NO WARRANTIES; LIMITATION ON LIABILITY: Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED. Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor



DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 98-3, attached to the Lease.

Unit Number(s)

176457

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 12/29/98
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: DECEMBER 29, 1998

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

By: *X Michael Steyer* Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8902 - PITTSBURGH
 CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
 SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER:

| IN SERVICE DATE | UNIT NO. | VEHICLE YEAR, MAKE MODEL DESCRIPTION | SERIAL NUMBER | SCHEDULE A VALUE | MO. RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|-----------------|----------|--------------------------------------|-------------------|------------------|-------------------|----------------|-----------------------|------------|----------------|
| 12/29/98 | 13667 | 1999 FREIGHTLINER FL12066T TRACTOR | 1FUPCXYB3XL117045 | \$96,731.00 | .01634 | \$1,600.00 | SEE SCH "B" | 60 | \$24,181.75 |

VEHICLE DOMICILE: ROUTE 879, PO BOX 190 FRENCHVILLE PA 16836 CLEARFIELD COUNTY TOWNSHIP
 STREET ADDRESS CITY STATE ZIP COUNTY TOWNSHIP
 The domicile location noted above will determine the calculation of sales tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.
 BY: *[Signature]*
 TITLE: Authorized Representative
 DATE: 12-29-98

CLIENT: MBV TRUCKING, INC.
 BY: *[Signature]*
 TITLE: PRESIDENT
 DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: FEBRUARY 24, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-203379

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBIAGES

SCHEDULE "A" NUMBER: 983

Lessee agrees to pay one (1) payment upon delivery.

The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to .15 %.

The daily prorated rental amount shall be \$154.84 for each vehicle for unit number 176457.

The above Schedule "A" Value(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.

Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4481, et. seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor, provided, however, that Lessee shall pay or reimburse Lessor (hereof promptly following receipt of Lessor's invoice or bill in regard thereto).

The Lessee will register the above described units at a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on this taxable gross weight and above described in Service Date

LESSOR: Associates Leasing, Inc.

BY: *[Signature]*

TITLE: Authorized Representative

DATE: 12-29-98

CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*

TITLE: PRESIDENT

DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 24, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

SCHEDULE B

FINAL ADJUSTMENT TABLE

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV Trucking, Inc. , dated February 24, 1998

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

| PAYMENT NO | CALCULATION DATE | FINAL ADJUSTMENT PERCENTAGE | PAYMENT NO | CALCULATION DATE | FINAL ADJUSTMENT PERCENTAGE |
|------------|------------------|-----------------------------|------------|------------------|-----------------------------|
| 1 | 01/01/99 | 100.34 | 31 | 07/01/01 | 67.30 |
| 2 | 02/01/99 | 99.44 | 32 | 08/01/01 | 65.99 |
| 3 | 03/01/99 | 98.53 | 33 | 09/01/01 | 64.68 |
| 4 | 04/01/99 | 97.60 | 34 | 10/01/01 | 63.33 |
| 5 | 05/01/99 | 96.67 | 35 | 11/01/01 | 61.98 |
| 6 | 06/01/99 | 95.72 | 36 | 12/01/01 | 60.63 |
| 7 | 07/01/99 | 94.78 | 37 | 01/01/02 | 59.28 |
| 8 | 08/01/99 | 93.78 | 38 | 02/01/02 | 57.89 |
| 9 | 09/01/99 | 92.79 | 39 | 03/01/02 | 56.50 |
| 10 | 10/01/99 | 91.79 | 40 | 04/01/02 | 55.10 |
| 11 | 11/01/99 | 90.77 | 41 | 05/01/02 | 53.69 |
| 12 | 12/01/99 | 89.74 | 42 | 06/01/02 | 52.28 |
| 13 | 01/01/00 | 88.70 | 43 | 07/01/02 | 50.86 |
| 14 | 02/01/00 | 87.64 | 44 | 08/01/02 | 49.43 |
| 15 | 03/01/00 | 86.57 | 45 | 09/01/02 | 47.99 |
| 16 | 04/01/00 | 85.50 | 46 | 10/01/02 | 46.54 |
| 17 | 05/01/00 | 84.40 | 47 | 11/01/02 | 45.09 |
| 18 | 06/01/00 | 83.28 | 48 | 12/01/02 | 43.62 |
| 19 | 07/01/00 | 82.15 | 49 | 01/01/03 | 42.14 |
| 20 | 08/01/00 | 80.99 | 50 | 02/01/03 | 40.68 |
| 21 | 09/01/00 | 79.83 | 51 | 03/01/03 | 39.17 |
| 22 | 10/01/00 | 78.64 | 52 | 04/01/03 | 37.68 |
| 23 | 11/01/00 | 77.44 | 53 | 05/01/03 | 36.15 |
| 24 | 12/01/00 | 76.22 | 54 | 06/01/03 | 34.63 |
| 25 | 01/01/01 | 74.99 | 55 | 07/01/03 | 33.11 |
| 26 | 02/01/01 | 73.73 | 56 | 08/01/03 | 31.59 |
| 27 | 03/01/01 | 72.47 | 57 | 09/01/03 | 30.04 |
| 28 | 04/01/01 | 71.19 | 58 | 10/01/03 | 28.50 |
| 29 | 05/01/01 | 69.90 | 59 | 11/01/03 | 26.95 |
| 30 | 06/01/01 | 68.61 | 60 | 12/01/03 | 25.00 |

This Schedule B is effective for and applicable to only those Vehicles described on Schedule A No. 98-3
dated December 29, 1998

Dated: December 29, 1998

ASSOCIATES LEASING, INC., LESSOR

MBV Trucking, Inc. , LESSEE

By: *D. Collins-Hicks*

By: *x Michael Steyer*

Title: Authorized Representative

Title: President

AMENDMENT TO LEASE AGREEMENT

This Amendment is attached to and specifically incorporated into that certain Truck Lease Agreement (TRAC/Non-Maintenance) dated February 24, 1998, (the "Lease") between Associates Leasing, Inc.. (the "Lessor") and MVB Trucking, Inc. (the "Lessee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree as follows:

1. Sections 3 and 6 of the Lease are hereby deleted and the following inserted in lieu thereof:

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight (48) hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is not on the first day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor.

and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Lessee will pay Lessor, in advance, on the first day of each calendar month the Monthly Rental for each Vehicle set forth in Schedule "A", whether or not Lessee shall have received a statement for such amount. If the delivery date of a Vehicle is other than the first day of the month, the first full Monthly Rental for each such Vehicle will begin as of the first day of the next succeeding month and Lessee will pay Lessor the

EXHIBIT

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Monthly Rental on a daily prorated basis for the month of delivery. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

2. This Amendment shall be effective as of December 16, 1998.
3. Except as expressly modified hereby, the Lease is and shall remain in full force and effect.

ASSOCIATES LEASING, INC.

LESSEE: MBV Trucking, Inc.

By: *D Collins Hicks*
Title: *Auth Rep*

By: *A. Michael Stynes*
Title: President

TRANSFER AND ASSUMPTION
AGREEMENT

Old Client # 02-203379
New Client # 02-206037
Unit # 176403

This Transfer and Assumption Agreement dated November 16, 1999, is entered into by and between MBV Trucking, Inc. ("Transferor"), Michael Stivers Trucking, Inc. ("Transferee"), Associates Leasing, Inc. ("Lessor"), and any guarantor signing below.

WHEREAS, Transferor and Lessor have entered into that certain Truck Lease Agreement (TRAC /Non-Maintenance) dated February 24, 1998, a copy of which is attached hereto and specifically incorporated herein (the "Lease", and together with any guarantees and other documents executed in connection therewith the "Documents") wherein Lessor leased to Transferor certain vehicles described therein (the "Vehicles"); and

WHEREAS, Transferor has advised Lessor that Transferor desires to transfer to Transferee, and that Transferee desires to acquire Transferor's interest as lessee in the Lease, but Transferor is prohibited from doing so without first obtaining the written consent of Lessor to such transfer. Transferor has requested Lessor to consent to the transfer of Transferor's interest as lessee in the Lease by Transferor to Transferee. Lessor will give its written consent to such transfer provided that (i) this Agreement is executed by Transferor and Transferee and delivered to Lessor; (ii) any guarantors and/or endorsers of Transferor's obligations under the Lease (individually and collectively called the "Guarantor") execute this Agreement or such other consent and acknowledgment of the continuation of their obligations and liabilities under the Lease as Lessor may require; (iii) the ownership rights of Lessor in the Vehicles are and continue to be valid, first, prior to all others and effective against all persons whether such persons are claiming by, through or under Transferor, Transferee or any other person; and (iv) Transferee pays Lessor a \$ 100.00 transfer fee.

NOW THEREFORE, Transferor, for good and valuable consideration paid to Transferor by Transferee, hereby assigns to Transferee, all of Transferor's interest as lessee in and to the Lease subject to the terms, conditions and agreements hereof and of the Lease.

In consideration of the written consent of Lessor, Transferee hereby promises to pay the Monthly Rentals to Lessor in accordance with the Lease and assumes all of the obligations and liabilities of Transferor contained in the Lease as though Transferee was the original lessee of the Vehicles.

Transferor agrees that, notwithstanding the transfer referred to herein, Transferor is in no way released from its obligations set forth in the Lease, but is and shall continue to be firmly bound thereby.

Transferor represents to Lessor and Transferee that no event of default is now existing under the Lease.

Transferee agrees that no warranties have been made as to the Vehicles by Lessor, that LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE VEHICLES FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED and that Lessor shall not under any circumstances be liable for any loss or damage whatsoever including, without limitation, loss of anticipatory profits or for consequential damages.

Transferor and Transferee agree to promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to accomplish such transfer and to protect Lessor's ownership of the Vehicles, including, without limitation, filing financing statements, recording documents, and obtaining Certificates of Title (to the extent permitted by law, Lessor assuming no responsibility therefor).

Guarantor consents to the above transfer, and agrees that such transfer shall not affect its obligations and liabilities, which obligations and liabilities shall remain in full force and effect. Transferor and Guarantor each acknowledges that Lessor may, without notice to any of them and without affecting any of their obligations and liabilities, elect any remedy, compound or release any rights against Transferee or any other persons obligated under the Documents, release all or any part of the Vehicles, on terms satisfactory to Lessor, by operation of law or otherwise, and settle, compromise or adjust any and all rights against and grant extensions of time of payment to Transferee or any other persons obligated under the Lease.

The Vehicles will be kept at: 1109 Daisy Street, Clearfield Clearfield PA 16830
(Street Address & City) (County) (State/Province & Zip Code)

Present location of the Vehicles
if different from the foregoing: _____
(Street Address & City) (County) (State/Province & Zip Code)

This Transfer and Assumption Agreement shall be effective only upon acceptance by Lessor as indicated below.

No oral agreement, guaranty, promise, representation of warranty shall be binding on Lessor. Each of the parties executing this Agreement acknowledges receipt of a copy hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

TRANSFEROR: MBV Trucking, Inc.
Michael Stivers
TITLE: President
BY: _____
TITLE: _____

TRANSFeree: Michael Stivers Trucking, Inc.
Michael Stivers
TITLE: President

ADDRESS: 1109 Daisy Street
Clearfield, Clearfield, PA 16830
(City, State, State/Province, and Zip Code)
Witness to Transferee's Signature
J. J. J. J.
(Witness)

GUARANTOR: Bradley B. Blackwood GUARANTOR: Michael C. Stivers
BY: _____ BY: Michael C. Stivers
TITLE: Individually TITLE: Individually

Lessor hereby consents to the above transfer and assumption pursuant to the terms and conditions of the above agreement.

DATE: November 16, 1999

ASSOCIATES LEASING, INC.

BY: _____
TITLE: _____

EXHIBIT
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DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 99-1, attached to the Lease.

Unit Number(s)

187725

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 05/12/99
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: MAY 12, 1999

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

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By: Michael Stevens Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8001 - PITTSBURGH
CLIENT NO: 02-203179

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBIAGES

SCHEDULE "A" NUMBER: 99-1

Lessee agrees to pay one (1) payment upon delivery.

The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to .75%.

The above Schedule "A" Value(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee. Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4481, et. seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor. provided, however, that Lessee shall pay or reimburse Lessor therefor promptly following receipt of Lessor's invoice or bill in regard thereto. The Lessee will register the above described unit at a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on the taxable gross weight and above described in Service Date.

LESSOR: Associates Leasing, Inc.

BY: *Diana D. Allen*

TITLE: Authorized Representative

DATE: 5-12-99

CLIENT: MBV TRUCKING, INC.

BY: *Michael J. Jones*

TITLE: PRESIDENT

DATE: MAY 12, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 24, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8002 - PITTSBURGH
 CLIENT NO: 02-203179

ASSOCIATES LEASING, INC.
 SCHEDULE "A" - EVEN PAYMENTS

SCHEDULE "A" NUMBER: 99-1

| IN SERVICE DATE | UNIT NO. | VEHICLE YEAR, MAKE, MODEL DESCRIPTION | SERIAL NUMBER | SCHEDULE A VALUE | MO. RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|-----------------|----------|---------------------------------------|-------------------|------------------|-------------------|----------------|-----------------------|------------|----------------|
| 03/12/99 | 187735 | 1999 PEELIGHTLINER, FLD130 TRACTOR | 1FUPCS2BXXC890089 | \$94,752.00 | 1.717 | \$1,626.55 | SEE SCH "B" | 60 | \$23,683.00 |

VEHICLE DOMICILE: ROUTE #79, PO BOX 190 FRENCHVILLE PA 16836 CLEARFIELD COUNTY TOWNSHIP

LESSOR: Associates Leasing, Inc.

BY: *[Signature]*
 TITLE: Authorized Representative

DATE: 5-19-99

CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*
 TITLE: PRESIDENT

DATE: MAY 12, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED FEBRUARY 14, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

SCHEDULE B
FINAL ADJUSTMENT TABLE

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV TRUCKING, INC., dated February 24, 1998.

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

| <u>CALCULATION DATE</u> | <u>PAYMENT NO.</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> | <u>CALCULATION DATE</u> | <u>PAYMENT NO.</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> |
|-------------------------|--------------------|------------------------------------|-------------------------|--------------------|------------------------------------|
| Jun 1, 1999 | 1 | 100.21 | Dec 1, 2001 | 31 | 68.59 |
| Jul 1, 1999 | 2 | 99.35 | Jan 1, 2002 | 32 | 67.32 |
| Aug 1, 1999 | 3 | 98.47 | Feb 1, 2002 | 33 | 66.04 |
| Sep 1, 1999 | 4 | 97.58 | Mar 1, 2002 | 34 | 64.74 |
| Oct 1, 1999 | 5 | 96.68 | Apr 1, 2002 | 35 | 63.44 |
| Nov 1, 1999 | 6 | 95.76 | May 1, 2002 | 36 | 62.12 |
| Dec 1, 1999 | 7 | 94.84 | Jun 1, 2002 | 37 | 60.78 |
| Jan 1, 2000 | 8 | 93.90 | Jul 1, 2002 | 38 | 59.43 |
| Feb 1, 2000 | 9 | 92.96 | Aug 1, 2002 | 39 | 58.07 |
| Mar 1, 2000 | 10 | 92.00 | Sep 1, 2002 | 40 | 56.70 |
| Apr 1, 2000 | 11 | 91.03 | Oct 1, 2002 | 41 | 55.32 |
| May 1, 2000 | 12 | 90.04 | Nov 1, 2002 | 42 | 53.93 |
| Jun 1, 2000 | 13 | 89.05 | Dec 1, 2002 | 43 | 52.53 |
| Jul 1, 2000 | 14 | 88.04 | Jan 1, 2003 | 44 | 51.11 |
| Aug 1, 2000 | 15 | 87.02 | Feb 1, 2003 | 45 | 49.69 |
| Sep 1, 2000 | 16 | 85.98 | Mar 1, 2003 | 46 | 48.25 |
| Oct 1, 2000 | 17 | 84.93 | Apr 1, 2003 | 47 | 46.80 |
| Nov 1, 2000 | 18 | 83.86 | May 1, 2003 | 48 | 45.34 |
| Dec 1, 2000 | 19 | 82.77 | Jun 1, 2003 | 49 | 43.87 |
| Jan 1, 2001 | 20 | 81.67 | Jul 1, 2003 | 50 | 42.38 |
| Feb 1, 2001 | 21 | 80.55 | Aug 1, 2003 | 51 | 40.88 |
| Mar 1, 2001 | 22 | 79.42 | Sep 1, 2003 | 52 | 39.37 |
| Apr 1, 2001 | 23 | 78.28 | Oct 1, 2003 | 53 | 37.84 |
| May 1, 2001 | 24 | 77.11 | Nov 1, 2003 | 54 | 36.31 |
| Jun 1, 2001 | 25 | 75.93 | Dec 1, 2003 | 55 | 34.76 |
| Jul 1, 2001 | 26 | 74.74 | Jan 1, 2004 | 56 | 33.20 |
| Aug 1, 2001 | 27 | 73.53 | Feb 1, 2004 | 57 | 31.63 |
| Sep 1, 2001 | 28 | 72.31 | Mar 1, 2004 | 58 | 30.05 |
| Oct 1, 2001 | 29 | 71.08 | Apr 1, 2004 | 59 | 28.44 |
| Nov 1, 2001 | 30 | 69.84 | May 1, 2004 | 60 | 25.00 |

This Schedule B is effective for and applicable to only those Vehicle(s) described on Schedule A No. 99-1 dated May 12, 1999.

Dated: May 12, 1999

ASSOCIATES LEASING, INC., LESSOR

MBV TRUCKING, INC., LESSEE

By: Diana D. Collins

By: Michael J. Styer

Title: Authorized Representative

Title: President



TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of AUGUST 3, 1999 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mossdale Blvd., Ste 800 Monroeville PA 15146-9144 and MICHAEL C. STUBBS TRUCKING, INC. (hereinafter called "Lessee"), a corporation with its principal place of business located at ROUTE 879 & STONEHOUSE ROAD, LECONTES PA 15080.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1½% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below: Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. **INDEMNITIES:** The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. **LESSEE'S TAX RELATED INDEMNITIES** to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity:** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions, or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. **ALL OF LESSEE'S** obligations, indemnities and liabilities under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. **EXPENSE OF OPERATION AND MAINTENANCE** of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. **ADDITIONAL EQUIPMENT REQUIRED BY LAW.** In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. **NO WARRANTIES; LIMITATION ON LIABILITY:** Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED. Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor

hereby assigns to Lessee any rights Lessor may have under any manufacturer's or seller's warranty, to the extent that such assignment may be made without impairing Lessor's ability to assert such rights in its own name and under such warranty. No suit, claim or settlement shall be brought or made by Lessee against or with the manufacturer or seller without the prior written consent of Lessor.

14.A. DEFAULT under this Lease shall occur in the event (i) Lessee shall fail to pay when due any part of the Monthly Rentals, Additional Rents or Adjusted Rents payable hereunder or to provide or maintain the insurance required hereby; (ii) any of Lessee's warranties or representations shall be or become untrue or breached; (iii) Lessee shall fail, after fifteen days notice thereof, to correct any failure in the due performance and observance of any other of the covenants and obligations of Lessee hereunder; (iv) Lessee shall default under any other agreement with Lessor or its affiliates; (v) Lessee transfers a substantial portion of its assets other than in the ordinary course of business; (vi) a voluntary or involuntary petition under any statute relating to bankruptcy, reorganization or receivership or under any other statute relating to the relief of debtors shall be filed by or against Lessee or any guarantor of Lessee's obligations hereunder; or (vii) Lessee or any guarantor of Lessee's obligations hereunder shall make an assignment for the benefit of creditors, admit in writing to being insolvent or, if Lessee or such guarantor is a natural person, if such person shall die.

14.B. LESSOR'S REMEDIES:

(1) In the event of such default described above, Lessor shall have no further obligation to lease vehicles to Lessee and, at the option of Lessor, all rights of Lessee hereunder and in and to the Vehicles shall forthwith terminate. Upon such termination Lessee agrees that Lessor may, without notice to Lessee, either take possession of any or all Vehicles (with or without legal process) or require Lessee to return all Vehicles forthwith to Lessor at such location as Lessor shall designate. Lessee authorizes Lessor and Lessor's agents to enter any premises where the Vehicles may be found for the purpose of repossessing the same. If Lessor retakes possession of any of the Vehicles and at the time of such retaking there shall be in, upon, or attached to the Vehicles any property, goods, or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property, goods, and things of value and hold the same for Lessee or to place such property, goods, or things of value in public storage for the account of, and the expense of, Lessee. Lessor may at its option (i) sell any or all of the Vehicles which are returned or repossessed pursuant to this Section and hold Lessee liable for Adjusted Rental as provided in Section 9, or (ii) lease any or all of the Vehicles to a person other than Lessee for such term and such rental as Lessor may elect in its sole discretion, and apply the proceeds of such lease, after first deducting all costs and expenses relating to the termination of this Lease and the retaking of the Vehicles, to Lessee's obligations hereunder; provided, however, that Lessee shall pay to Lessor immediately upon demand, as liquidated damages for loss of bargain and not as a penalty, a sum with respect to each such Vehicle which represents the excess of the present value at the time of termination of all Monthly Rentals which would otherwise have accrued hereunder to the end of the Maximum Term for such Vehicle over the present value of the aggregate of the rentals to be paid for such Vehicle by such third party for such period (such present values to be computed in each case on the basis of a discount factor equal to the per annum lending rate publicly announced from time to time by Continental Illinois National Bank and Trust Company of Chicago as its prime rate, base rate or reference rate for unsecured loans of the shortest maturity to corporate borrowers in effect on the date this Lease is terminated by Lessor, from the respective dates upon which such Monthly Rentals would have been payable hereunder had this Lease not been terminated). In addition to the other remedies set forth herein, if any Vehicle is not returned to Lessor, or if Lessor is prevented from taking possession thereof, Lessee shall pay to Lessor immediately upon demand Adjusted Rental as provided in Section 9, as if such Vehicle had been sold on the date this Lease was terminated, and the amount of net sale proceeds therefor were zero.

(2) Whether or not the Vehicles are returned in, sold or leased by Lessor, Lessor shall also recover from Lessee all unpaid Monthly Rentals, Additional Rents and Adjusted Rents then due or owing together with all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement of its rights and remedies under this Lease. In addition, Lessor may retain as liquidated damages all Monthly Rentals and Additional Rents and sale proceeds received, including any refunds and other sums which otherwise would be payable to Lessee, and a sum equal to the aggregate of all Monthly Rentals and other amounts, including but not limited to any early termination fee customarily charged by Lessor, (the due dates of which Rentals and other amounts Lessor may accelerate at its option) which would have been due during the period ending, for each Vehicle, on the earliest date on which Lessee could have effectively terminated this Lease as to such Vehicle pursuant to Section 3 if Lessee had not defaulted.

(3) The remedies in this Lease provided in favor of Lessor shall not be deemed exclusive or alternative, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. Lessee hereby waives any right to trial by jury in any action relating to this Lease, as well as any requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The failure of Lessor to exercise any of the rights granted it hereunder shall not constitute a waiver of any such right or establish a custom or course of dealing.

15. NEITHER THIS LEASE, any rights or obligations hereunder, nor any rights in or to the Vehicles may be assigned or subleased by Lessee without the prior written consent of Lessor and no such assignment or sublease shall be valid or binding on Lessor. Lessor may assign this Lease or an interest hereunder or in the Vehicles for any purpose without consent of or notice to Lessee.

16. LESSEE AGREES that at any time and from time to time, after the execution and delivery of this Lease, it shall, upon request of Lessor, execute and deliver such further documents and do such further acts and things as Lessor may reasonably request in order fully to effect the purposes of this Lease and to protect Lessor's interest in the Vehicles, including, but not limited to, furnishing any and all information necessary to enable Lessor or its insurer to defend itself in any litigation arising in connection herewith. Lessee hereby authorizes Lessor to insert serial numbers, delivery and Monthly Rental due dates and other data on the Schedules, Delivery Receipts and other documents relating hereto when such numbers, dates and data become known to Lessor.

17. NOTICES required or permitted to be given hereunder shall be given in writing either personally or by registered or certified mail addressed to the respective party at its address listed on page one hereof or, if such party has previously given notice of a change of address, to the address specified in the last such notice of change of address. Notices shall be deemed received when delivered if personally delivered or, if mailed, two business days after deposit postage prepaid in the United States mails.

18. THIS LEASE will become effective only upon acceptance by Lessor. This form is intended for general use throughout the United States. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be ineffective in such jurisdiction to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is the intention of the parties hereto that this contract constitute a lease for tax and other purposes; however, if for purposes of perfection, this contract is interpreted by any court as a lease intended as security, Lessee hereby grants to Lessor a security interest in the vehicles. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Lease and any Schedules and other documents relating hereto may be modified only in a writing signed by the party against whom enforcement is sought. No vehicle dealer nor any employee or agent of any dealer or of any other person has authority to make any representations to Lessee on Lessor's behalf as to the performance of the Vehicles, or as to any provision of this Lease or as to any other matter whatsoever. Lessee has no authority to, and shall not, make any warranty or representation concerning the Vehicles to any person on Lessor's behalf.

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING LESSEE

Witness (for Affix):

Todd Bank

Rv *Michael C. Styers*

Title SOLE PROPRIETOR T.I.N. 232-89-3585

Accepted on

8-3-99
(Date)

ASSOCIATES LEASING, INC., LESSOR

Rv *Deanna Collins*

Title *Todd Bank*

LESSEE CERTIFICATION

With respect to that certain Truck Lease Agreement entered into as of AUGUST 3, 1999 by and between Associates Leasing, Inc. ("Lessor") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING ("Lessee"), Lessee hereby certifies, under penalty of perjury, that Lessee intends that more than 50 percent of the use of the property subject to such Truck Lease Agreement is to be in a trade or business of the Lessee. Lessee has been advised by Lessor, and acknowledges, that Lessee will not be treated as the owner of the property subject to the Truck Lease Agreement for Federal income tax purposes.

MICHAEL C. STYERS
LESSEE: DBA MICHAEL C. STYERS TRUCKING

BY: 

TITLE: SOLE PROPRIETOR

DATE: AUGUST 3, 1999

CROSS COLLATERAL SECURITY/CROSS DEFAULT AGREEMENT

This Agreement is by and between Associates Commercial Corporation ("ACC"), Associates Leasing, Inc. ("ALI") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING (the "Company").

WHEREAS, ALI has and/or may hereafter acquire and/or enter into Contracts (as defined herein) with the Company, and

WHEREAS, ACC has and/or may hereafter acquire and/or enter into Contracts with the Company, and

WHEREAS, the Company desires that ALI and/or ACC, as appropriate, acquire or enter into one or more such Contracts, and

WHEREAS, it is a condition precedent to ALI and/or ACC, as appropriate, acquiring or entering into such Contracts that the Company shall agree to all the terms and conditions included herein, and

WHEREAS, since the terms and conditions included in this Agreement will affect each of the Contracts, the Company desires the agreement of ALI and ACC to the terms and conditions hereof.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The following terms as used herein shall be defined as follows:
 - a. "Contracts" shall mean all present and future (i) conditional sale contracts, lease agreements, security agreements, notes and other like agreements which ACC or ALI may acquire arising from the sale or lease to the Company of equipment and/or inventory from any vendor or lessor, and (ii) lease agreements, security agreements, direct loan agreements, notes and other agreements of any kind between the Company and ACC and/or ALI.
 - b. "Collateral" shall mean all the present and future equipment, inventory, and other property described in and subject to the Contracts and/or which secures the performance of the Company thereunder, together with all the cash and non-cash proceeds of all of the foregoing.
 - c. "Obligations" shall mean all the present and future duties, liabilities and obligations due to ACC and/or ALI from the Company under the Contracts whether joint or several, direct or indirect, absolute or contingent, secured or unsecured, or matured or unmatured.
2. Each item of Collateral shall secure the payment and other performance by the Company of each of the Obligations and shall continue to do so unless and until all of the Obligations are paid in full and otherwise satisfied and the Contracts have been fully performed by the Company. ACC and ALI shall retain their security interest in the Collateral as security for the Company's performance of the Obligations notwithstanding the payment in full or other complete performance by the Company of one or more Obligations or Contracts.
3. A default by the Company under one or more of the Contracts shall constitute a default by the Company under each of the Contracts. Following such a default, ACC and ALI may immediately exercise all the rights and remedies (i) of a secured party under the Uniform Commercial Code, (ii) otherwise accorded ACC or ALI under any of the Contracts whether or not such rights or remedies are specifically set forth in the Contract being enforced, and (iii) otherwise lawfully available to ACC and ALI.
4. The parties hereto intend by this Agreement (i) to create cross default conditions among all the Contracts, and (ii) to create cross security rights and remedies in the favor of ACC and ALI with respect to the Collateral and the Obligations. All the rights and remedies granted to ACC and ALI hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect the rights and remedies of ACC and ALI under the Contracts or under any statute, judicial decision or rule of law. This Agreement shall become a part of and specifically incorporated in the Contracts. Except as expressly modified herein, all the terms and conditions included in the Contracts shall remain in full force and effect. This Agreement may be modified only through the written agreement of each party hereto and shall inure to the benefit of the successors and assigns of ACC and ALI and shall be binding upon the successors and assigns of the Company. The Company may not assign its rights and/or obligations hereunder without the prior written consent of ACC and ALI.

Dated: AUGUST 3, 1999

ASSOCIATES COMMERCIAL CORPORATION

BY: *[Signature]*

TITLE: *Office mgr.*

ADDRESS: 2790 Mosside Blvd., Ste 800

Monroeville, PA 15146-2144

ASSOCIATES LEASING, INC.

BY: *[Signature]*

TITLE: *[Signature]*

ADDRESS: 2790 Mosside Blvd., Ste 800

Monroeville, PA 15146-2144

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING

BY: *[Signature]*

TITLE: SOLE PROPRIETOR

ADDRESS: ROUTE 879 & STONEHOUSE ROAD

LECONTES MILLS, PA 16850

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-204513

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER: 99-1

| IN SERVICE DATE | UNIT NO. | VEHICLE YEAR, MAKE, MODEL DESCRIPTION | SERIAL NUMBER | SCHEDULE A VALUE | MO. RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|-----------------|----------|---------------------------------------|-------------------|------------------|-------------------|----------------|-----------------------|------------|----------------|
| 08/03/99 | 183784 | 2000 FREIGHTLINER, FL120 TRACTOR | 1FUPDXVYB3YL12461 | \$82,457.00 | .01717 | \$1,415.79 | SEE SCH "B" | 60 | \$20,614.25 |

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD
STREET ADDRESS
LECONTES MILLS
CITY
PA 16850
CLEARFIELD
COUNTY
TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.
CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *William D. Williams*
TITLE: Authorized Representative
BY: *Michael C. Styers*
TITLE: SOLE PROPRIETOR

DATE: 8-3-99
DATE: AUGUST 3, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999 BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-204513

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER: 99-2

| IN SERVICE DATE | UNIT NO. | VEHICLE YEAR, MAKE, MODEL DESCRIPTION | SERIAL NUMBER | SCHEDULE A VALUE | MO. RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|-----------------|----------|---------------------------------------|--------------------|------------------|-------------------|----------------|-----------------------|------------|----------------|
| 08/13/99 | 194758 | 2000 FREIGHTLINER, FLD120 TRACTOR | 1FUPDXBYB5YLB12464 | \$82,457.00 | .01717 | \$1,415.79 | SEE SCH "B" | 60 | \$20,614.25 |

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD

STREET ADDRESS

LECONTIES MILLS
CITY

PA 16850
STATE ZIP

CLEARFIELD
COUNTY

TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Diana R. Williams*
TITLE: Authorized Representative

BY: *M. C. Styers*
TITLE: SOLE PROPRIETOR

DATE: 8-13-99

DATE: AUGUST 13, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999 BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING



ASSOCIATES LEASING, INC.
A SUBSIDIARY OF ASSOCIATES CORPORATION OF NORTH AMERICA

DOCUMENTATION CORRECTION NOTICE

For your file, to be attached to and made a part of the document described below.

October 7, 1999

Lessee Name:

Client #: 02-204513

Unit #: 194758

Michael C. Styers dba Michael C. Styers Trucking
Attn: Michael C. Styers
Route 879 & Stonehouse Rd.
Lecontes Mills, PA 16850

Document(s): Schedule A & VPO

Truck Lease Agreement Dated: August 3, 1999
Transaction Date: August 13, 1999

A recent audit of the above noted document(s), copy(s) of which is (are) attached hereto, has revealed an error concerning:

The serial number reads as 1FUPDXYB5YLB12464.

The correct information for the document(s) mentioned is as follows:

The serial number should read as 1FUPDXYB5YLB12462.

This notice shall hereinafter become attached to and specifically incorporated in the above noted "Truck Lease Agreement."

Should you have any questions in this regard, please call Robin Nichols at 972-652-2589.

Thank you.

EXHIBIT

8



**SECURITY AGREEMENT
(Conditional Sale Contract)**

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

| Year | Make | Model | Description | Identification Number |
|------|--------------|-----------|-------------|-----------------------|
| 2000 | FREIGHTLINER | FLD13264T | TRACTOR | 1FUPCXYBOYLA17052 |

Collateral Will Be Kept At (Address): RT 879/STONEHOUSE RD, LECONTES MILL County CLEARFIELD State PA

INSURANCE COVERAGE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

CHECK ONE

Buyer has obtained the required coverages through:

WM BOWLEY INSURANCE AGENC 203A BEAVER DRIVE DU BOIS, PA 16801
(Agent's Name and Address)

GREAT AMERICAN INSURANCE
(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

Buyer desires Credit Insurance: Premium \$ _____
(Enter above and in 4(b) - INSURANCE CHARGES)

CHECK ONE

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b) - Insurance Charges.

Buyer does not want Credit Insurance.

BUYER *Michael Styers* Date 02/09/00

(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

1. CASH PRICE _____ \$ 90,000.00
2. (a) Cash Down Payment _____ \$ 0.00
Trade-In:
Gross Allowance _____ \$ 0.00
Less Amount Owing _____ \$ 0.00
(b) Trade-In (Net Allowance) _____ \$ 0.00
Description of Trade-In:
TOTAL DOWN PAYMENT (a + b) _____ \$ 0.00
3. UNPAID CASH
PRICE BALANCE (1 Minus 2) _____ \$ 90,000.00
4. INSURANCE COSTS
(a) Physical Damage Insurance coverage, as checked below, for _____ months from the date hereof 02/09/00 \$ 0.00
 \$ _____ Deductible Fire, Theft, Combined Additional Coverage, and Deductible Collision; or
 \$ _____ Deductible Comprehensive and Deductible Collision.
(b) Credit Life Insurance for the term of the credit only _____ \$ 0.00
TOTAL INSURANCE COSTS (a + b) _____ \$ 0.00
5. OTHER COSTS (Itemize)
(a) Registration or License _____ \$ 0.00
(b) Title Fee _____ \$ 0.00
(c) _____ \$ 0.00
TOTAL OTHER COSTS (a + b + c) _____ \$ 0.00
6. PRINCIPAL AMOUNT FINANCED (3 + 4 + 5) _____ \$ 90,000.00
7. FINANCE CHARGE _____ \$ 29,225.78
8. TIME BALANCE (6 + 7) _____ \$ 119,225.78

Page 1 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXYBOYLA17052

EXHIBIT

9

ORIGINAL FOR ASSOCIATES

Buyer's Initials

MS

SCHEDULE: Buyer promises to pay Seller the TIME BALANCE (Item B above) in 60 installments as follows:
(Total No. of Installments)

per month (a) \$ _____ of _____ (Dollars) and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ _____

more than successive payments: (b) Each installment in the groups below is payable on a consecutive monthly basis
1 installment of 1,639.42 due 02/09/2000 followed by
58 installments of 1,639.42 each commencing 03/09/2000 followed by
1 installment of 22,500.00 due 01/09/2005

COLLATERAL USE. Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. COLLATERAL PRESERVATION. Buyer agrees, at its own cost and expense: to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

C. INSURANCE. Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. FINANCING STATEMENT. If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement. Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

E. PERFORMANCE. If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. DEFAULT. Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost or destroyed; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. REMEDIES. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at the address shown herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the

Page 2 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. and MURRAY'S FORD, INC. (Buyer's Initials)
serial number: 1FUPCXYB0YLA170E2

ORIGINAL FOR ASSOCIATES

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

H. REINSTATEMENT. At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if buyer pays all past due installments, accrued default charges and, if replevined by legal process authorized cost of suit, including reasonable attorney fees, but if default at time of repossession exceeds 15 days, Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

I. PREPAYMENT. Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

J. GENERAL. Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

K. ACCELERATION INTEREST. Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2 % per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. LATE INSTALLMENTS. For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4 % of the amount of such installment.

M. SECURITY INTEREST. To secure payment of the TIME BALANCE (Item B), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. CROSS SECURITY. Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. DISCLAIMER. There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

P. ADDITIONAL COVENANTS AND ORAL AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

Q. CHATTEL PAPER. This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

NOTICE TO BUYER :
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 02/09/00
Seller MURRAY'S FORD, INC.
(Name of individual, corporation or partnership)
By Ronald R. Lucas Title _____
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)
RD #1, BOX 12 (Street Address)
DU BOIS PA 16801 (City, State and Zip Code)

MICHAEL STYERS TRUCKING, INC.
Buyer(s) _____
(Name of individual(s), corporation or partnership. Give trade style, if any, after name.)
By Michael Styers Title President
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)
By _____ Title _____
(If co-buyer, co-partner or co-officer, sign here and show which.)
ROUTE 879 & STONEHOUSE ROAD (Street Address)
LECONTES MILLS 1 CLEARFIELD PA 16850 (City, COUNTY, State, and Zip Code)
Buyer's Initials MS

Page 3 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXYE0YLA17052

SELLERS AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: 1FUPCXYBOYLA17052 (the "Security Agreement"), (b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on 02/09/00 (Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None") Assignor (Name of individual, corporation or partnership.)

Dated By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

SUBJECT TO WOR DEALER AGREEMENT 06-01-95

MURRAYS FORD, INC.

(Identify specific agreement or, if none, show "None") Assignor (Name of individual, corporation or partnership.)

Dated 02/09/00 By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None") Assignor (Name of individual, corporation or partnership.)

Dated By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solidio, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the indebtedness or the demand the entire indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the indebtedness of the Company or any indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the indebtedness and apply such payments to any part of the indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the indebtedness, any Security, or any indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jill A. Gintermacher
Witness _____

Guarantor BRADLEY B. BLACKWOOD (L.S.)

By [Signature]

Title Individually

(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 610 HIGH STREET
CURWENSVILLE, PA 16833-1453

EXHIBIT
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NOTE: Insert exact company names where appropriate. Individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jella Jandermaacke
Witness _____

Guarantor MICHAEL C. STYERS (L.S.)

By X Michael Styers

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET CLEARFIELD, PA 16830-2748

EXHIBIT
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NOTE: Insert exact company names where appropriate. Individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solid, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is ROUTE 879, PO BOX 190, FRENCHVILLE, PA 16836 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

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IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on MAY 12, 1999.

Witness Todd D Beck

Guarantor SHEILA STYERS (L.S.)

Witness _____

By Sheila Styers

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET CLEARFIELD, PA 16830

NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.

EXHIBIT

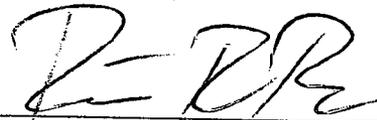
12

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

6/02/06

Date



Benjamin R. Bibler, Esquire

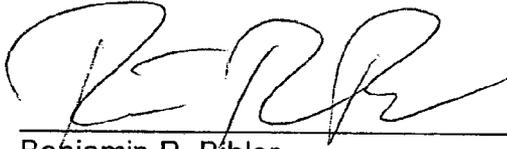
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Amended Complaint was served on the following on this 2nd day of June 2006, by first class, U.S. Mail, postage pre-paid:

Timothy Durant, Esquire
201 North 2nd Street
Clearfield, PA 16830

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:



Benjamin R. Bibler

4-5-07 Document
Reinstated/~~Reinstated to Sheriff/Attorney~~
for service
William A. Shaw
~~Prothonotary~~

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05- 1365 - CD

vs.

AMENDED COMPLAINT IN CIVIL ACTION

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04388947

FILED ^{no cc}
m11:05/01
JUN 06 2006 (LM)

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05- 1365 - CD

vs.

AMENDED COMPLAINT IN CIVIL ACTION

MICHAEL STYERS TRUCKING, INC
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

AMENDED COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFERRAL SERVICE
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, ext. 1300-1301

AMENDED COMPLAINT

1. Plaintiff is a corporation having offices in 4650 Regent Boulevard, Suite 300, Irving TX 75063.
2. Defendant Michael Styers Trucking, Inc. is a Corporation with a last known mailing address of 1109 Daisy Street, Clearfield, PA 16830.
3. Defendant Michael Styers is an adult individual with a last known address of 1109 Daisy Street, Clearfield, PA 16830.
4. Defendant Bradley B. Blackwood is an adult individual with a last known address of 610 High Street, Curwensville, PA 16833.
5. Defendant Shelia S. Styers is an adult individual with a last known address of 1109 Daisy Street, Clearfield, PA 16830.
6. "Associates Commercial Corporation" was the original contracting party with the Defendants.
7. "Associates Commercial Corporation" changed its name to "Citicapital Commercial Corporation." A true and correct copy of the Certificate documenting said change is attached hereto, marked as Exhibit "1" and made a part hereof.
8. Plaintiff bought "Citicapital Commercial Corporation." An Affidavit of sale is attached hereto, marked as Exhibit "2" and made a part hereof.

COUNT I

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

10. On or about February 24, 1998, MBV trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 1") in favor of Plaintiff. A true and correct copy of said Agreement 1 is attached hereto, marked as Exhibit "3" and made a part hereof.

11. On or about December 16, 1998, Agreement 1 was amended. A true and correct copy of the Amendment is attached hereto, marked as Exhibit "4" and made a part hereof.

12. Pursuant to said Agreement 1, MBV trucking, Inc. took possession of the Truck more particularly identified in Schedule "A" as a 1999 Freightliner, serial number 1FUPCXYB5XLA17045.

13. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. A true and correct copy of the Transfer and Assumption Agreement is attached hereto, marked as Exhibit "5" and made a part hereof.

14. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

15. Plaintiff avers that a payoff balance of \$65,048.34 is due from Defendant Michael Styers Trucking, Inc as of July 11, 2001.

16. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

17. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count I against Defendant Michael Styers Trucking, Inc. in the amount of \$65,048.34 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001 and costs.

COUNT II

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

19. On or about May 12, 1999, MBV trucking, Inc. added an additional Freightliner to Agreement 1. A true and correct copy of said Delivery and Acceptance Certificate with payment schedules are attached hereto, marked as Exhibit "6" and made a part hereof.

20. MBV trucking, Inc. took possession of the Truck more particularly identified as a 2000 Freightliner, serial number 1FUPCSZBXXLB90089.

21. On or about November 16, 1999, Agreement 1 was transferred to Defendant Michael Styers Trucking, Inc. See Exhibit "5."

22. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 1 by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

23. Plaintiff avers that a payoff balance of \$84,113.55 is due from Defendant Michael Styers Trucking, Inc. as of July 11, 2001.

24. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

25. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principle balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count II against Defendant Michael Styers Truckin, Inc. in the amount of \$84,113.55 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT III

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

27. On or about August 3, 1999, Defendant Michael Styers Trucking, Inc. entered into a Lease Agreement (hereinafter "Agreement 2") in favor of Plaintiff. A true and correct copy of said Agreement 2 is attached hereto, marked as Exhibit "7" and made a part hereof.

28. Pursuant to said Agreement 2, Defendant Michael Styers Trucking, Inc. took possession of the Trucks more particularly identified in Schedule "A" as a 2000 Freightliner, serial number 1FUPDXYB5YLB12464 and a 2000 Freightliner, serial number 1FUPDXYB3YLB12461.

29. On or about October 7, 1999, a document correction notice was sent to Defendant Michael Styers Trucking Inc. correcting an inaccuracy involving the serial number of one of the trucks. A true and correct copy of the Notice is attached hereto, marked as Exhibit "8" and made a part hereof.

30. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 2 by not having made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

31. Plaintiff avers that a payoff balance of \$73,389.61 is due from Defendant Michael Styers Trucking, Inc. as of July 11, 2001.

32. Plaintiff avers that the Amendment between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

33. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has willfully failed and/or refused to pay the principal balance, interest, or any other part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count III against Defendant Michael Styers Trucking, Inc. in the amount of \$73,389.61 with continuing interest thereon at the Contractual rate of 18% per annum from July 11, 2001, plus costs.

COUNT IV

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

35. On or about February 9, 2000, Defendant Michael Styers Trucking Inc. entered into a Conditional Sale Contract (hereinafter "Agreement 3") in favor of Plaintiff. A true and correct copy of said Agreement 3 is attached hereto, marked as Exhibit "9" and made a part hereof.

36. Defendant Michael Styers Trucking, Inc. took possession of the truck more particularly identified as a 2000 Freightliner, serial number 1FUPCXBOYLA17052.

37. Plaintiff avers that Defendant Michael Styers Trucking, Inc. is in default of Agreement 3 by failing to make payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

38. Plaintiff avers that a payoff balance of \$59,744.72 is due from the Defendant Michael Styers Trucking, Inc. as of June 26, 2001.

39. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

40. Although repeatedly requested to do so by Plaintiff, Defendant Michael Styers Trucking, Inc. has failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count IV against Defendant Michael Styers Trucking, Inc. in the amount of \$59,744.72 with continuing interest thereon at the Contractual rate 18% per annum from June 26, 1001, plus costs.

COUNT V

41. On or about February 23, 1998, Defendant Bradley B. Blackwood entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "10" and made a part hereof.

42. On or about February 23, 1998, Defendant Michael Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "11" and made a part hereof.

43. On or about May 12, 1999, Defendant Sheila Styers entered into a Continuing Guarantee in favor of Plaintiff as further inducement for Plaintiff to enter into the above referenced Agreements. A true and correct copy of said Guarantee is attached hereto, marked as Exhibit "12" and made a part hereof.

44. Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers personally guaranteed repayment of the balance due in the event of a default.

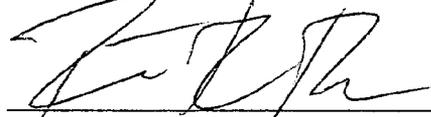
45. Plaintiff avers that a payoff balance of \$282,296.22 is due from Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers as of June 26, 2001.

46. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 18% per annum.

47. Although repeatedly requested to do so by Plaintiff, Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers have willingly failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment on Count V against Defendants Bradley B. Blackwood, Michael C. Styers, and Sheila Styers in the amount of \$282,296.22 with continuing interest thereon at the Contractual rate 18% per annum from July 11, 2001, plus costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Benjamin R Bibler, Esquire

PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:04388983

State of Delaware

PAGE 1

Office of the Secretary of 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 CERTIFICATE OF AMENDMENT OF "ASSOCIATES COMMERCIAL CORPORATION", CHANGING ITS NAME FROM "ASSOCIATES COMMERCIAL CORPORATION" TO "CITICAPITAL COMMERCIAL CORPORATION", FILED IN THIS OFFICE ON THE SECOND DAY OF MAY, A.D. 2001, AT 3 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 CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JULY, A.D. 2001.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1113235

DATE: 05-03-01

0709017 8100

010212245

EXHIBIT

4

MAY-01-2001 15:05

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

Associates Commercial Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Associates Commercial Corporation be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"FIRST. The name of the corporation is CitiCapital Commercial Corporation."

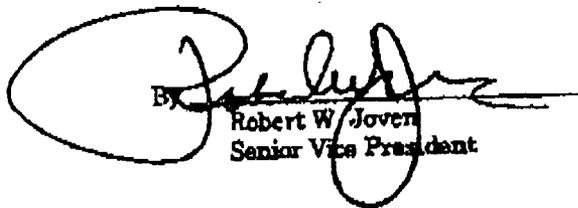
SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on July 1, 2001.

IN WITNESS WHEREOF, said Associates Commercial Corporation has caused this certificate to be signed by Robert W. Joven, its Senior Vice President this 24th day of April, 2001.

Associates Commercial Corporation

BY 
Robert W. Joven
Senior Vice President

AFFIDAVIT REGARDING TRANSFER OF CLAIM

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

Ralph Coppola, being duly sworn, deposes and says:

1. Unless otherwise stated in this affidavit, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification, or as additional information becomes available, General Electric Capital Corporation will submit a supplemental affidavit to the Court reflecting such amended or modified information.

2. Since February 1, 2005, I have been a vice president in the Transportation Finance Division of General Electric Capital Corporation ("GE"). At all relevant times through January 31, 2005, I was an officer of CitiCapital Commercial Corporation ("CitiCapital").

3. Pursuant to that certain Purchase and Sale Agreement, dated as of November 22, 2004, and related ancillary documentation (the "Transaction"), GE acquired certain assets (the "Assets") from, among others, CitiCapital Commercial Corporation and CitiCapital Commercial Leasing Corporation.

4. In particular, as part of the Transaction, the Assets represented by the following account numbers have been transferred to GE:

| <u>PMS Account Number</u> | <u>InfoLease Account Number</u> |
|---------------------------|---------------------------------|
| 1483161001 | 211-0094387-000 |
| 1483161002 | 211-0094388-000 |
| 1483161003 | 211-0094389-000 |

EXHIBIT
2

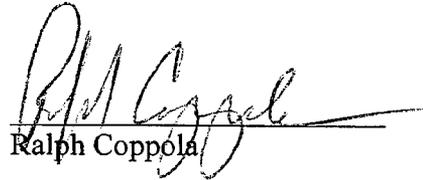
1483161004

211-0094390-000

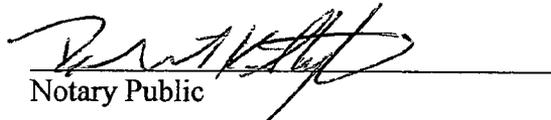
Each of these accounts was acquired on February 1, 2005 as a part of the Transaction.

5. The said account(s) is/are set forth in the pleadings of GE in the captioned case and is/are the basis of the causes of action stated therein.

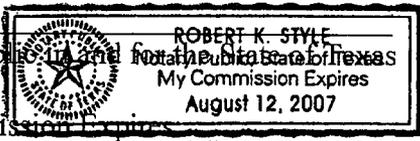
This concludes my affidavit.


Ralph Coppola

Sworn to and subscribed before me, a notary public in and for the State of Texas
on this 31st day of May, 2006.


Notary Public

Notary Public in and for the State of Texas
My Commission Expires
My Commission Expires





TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of FEBRUARY 24, 1998 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mosside Blvd., Ste 800, Monroeville, PA 15146-2144 and MBV TRUCKING, INC. (hereinafter called "Lessee"), a Pennsylvania corporation with its principal place of business located at 327 A EAST MARKET STREET, CLEARFIELD, PA 16830.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1½% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below; Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. INDEMNITIES: The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements whatsoever kind and nature, including legal fees and expenses (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred by or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. LESSEE'S TAX RELATED INDEMNITIES to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity.** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions; or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. ALL OF LESSEE'S obligations, indemnities and liabilities under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefore shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. EXPENSE OF OPERATION AND MAINTENANCE of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. ADDITIONAL EQUIPMENT REQUIRED BY LAW. In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. NO WARRANTIES; LIMITATION ON LIABILITY: Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED. Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor



DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 98-3, attached to the Lease.

Unit Number(s)

176457

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 12/29/98
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: DECEMBER 29, 1998

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

By: *Michael Stynes* Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8002 - PITTSBURGH
 CLIENT NO: 07-103379

ASSOCIATES LEASING, INC.
 SCHEDULE "A" - EVEN PAYMENTS

SCHEDULE "A" NUMBER:

98-3

| N SERVICE DATE | UNIT NO. | VEHICLE YEAR, MAKE, MODEL, DESCRIPTION | SERIAL NUMBER | SCHEDULE A VALUE | MO. RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|----------------|----------|--|------------------|------------------|-------------------|----------------|-----------------------|------------|----------------|
| 12/29/98 | 176497 | 1999 FREIGHTLINER, FLDI 2064T TRACTOR | 1FJPCX9B3XL17045 | \$96,733.00 | .01634 | \$1,600.00 | SEE SCH "B" | 60 | \$24,181.75 |

VEHICLE DOMICILE: ROUTE 879, PO BOX 190 FRENCHVILLE PA 16816 CLEARFIELD COUNTY TOWNSHIP
 STREET ADDRESS CITY STATE ZIP

LESSOR: Associates Leasing, Inc. CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*
 TITLE: Authorized Representative

BY: *[Signature]*
 TITLE: PRESIDENT

DATE: 12-29-98

DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: FEBRUARY 14, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-303379

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBAGES

SCHEDULE "A" NUMBER: 98-3

Lessee agrees to pay one (1) payment upon delivery.

The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to .15 %.

The daily prorated rental amount shall be \$14.44 for each vehicle for unit number 176437.

The above Schedule "A" Vehicle(s) lease exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.

Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 16 U.S.C. Sec. 4481, et. seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor provided, however, that Lessee shall pay or reimburse Lessor therefor promptly following receipt of Lessor's invoice or bill in regard thereto.

The Lessee will register the above described unit at a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on this taxable gross weight and above described in Service Date

LESSOR: Associates Leasing, Inc.

BY: *[Signature]*

TITLE: Authorized Representative

DATE: 12-29-98

CLIENT: MBV TRUCKING, INC.

BY: *[Signature]*

TITLE: PRESIDENT

DATE: DECEMBER 29, 1998

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 24, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

SCHEDULE B

FINAL ADJUSTMENT TABLE

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV Trucking, Inc. , dated February 24, 1998

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

| <u>PAYMENT NO</u> | <u>CALCULATION DATE</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> | <u>PAYMENT NO</u> | <u>CALCULATION DATE</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> |
|-------------------|-------------------------|------------------------------------|-------------------|-------------------------|------------------------------------|
| 1 | 01/01/99 | 100.34 | 31 | 07/01/01 | 67.30 |
| 2 | 02/01/99 | 89.44 | 32 | 08/01/01 | 65.99 |
| 3 | 03/01/99 | 98.53 | 33 | 09/01/01 | 64.88 |
| 4 | 04/01/99 | 97.60 | 34 | 10/01/01 | 63.33 |
| 5 | 05/01/99 | 86.67 | 35 | 11/01/01 | 61.98 |
| 6 | 06/01/99 | 95.72 | 36 | 12/01/01 | 60.63 |
| 7 | 07/01/99 | 94.78 | 37 | 01/01/02 | 59.26 |
| 8 | 08/01/99 | 93.78 | 38 | 02/01/02 | 57.89 |
| 9 | 09/01/99 | 92.79 | 39 | 03/01/02 | 56.50 |
| 10 | 10/01/99 | 91.79 | 40 | 04/01/02 | 55.10 |
| 11 | 11/01/99 | 90.77 | 41 | 05/01/02 | 53.69 |
| 12 | 12/01/99 | 89.74 | 42 | 06/01/02 | 52.28 |
| 13 | 01/01/00 | 88.70 | 43 | 07/01/02 | 50.86 |
| 14 | 02/01/00 | 87.64 | 44 | 08/01/02 | 49.43 |
| 15 | 03/01/00 | 86.57 | 45 | 09/01/02 | 47.99 |
| 16 | 04/01/00 | 85.50 | 46 | 10/01/02 | 46.54 |
| 17 | 05/01/00 | 84.40 | 47 | 11/01/02 | 45.09 |
| 18 | 06/01/00 | 83.28 | 48 | 12/01/02 | 43.62 |
| 19 | 07/01/00 | 82.15 | 49 | 01/01/03 | 42.14 |
| 20 | 08/01/00 | 80.99 | 50 | 02/01/03 | 40.68 |
| 21 | 09/01/00 | 79.83 | 51 | 03/01/03 | 39.17 |
| 22 | 10/01/00 | 78.64 | 52 | 04/01/03 | 37.66 |
| 23 | 11/01/00 | 77.44 | 53 | 05/01/03 | 36.15 |
| 24 | 12/01/00 | 76.22 | 54 | 06/01/03 | 34.63 |
| 25 | 01/01/01 | 74.99 | 55 | 07/01/03 | 33.11 |
| 26 | 02/01/01 | 73.73 | 56 | 08/01/03 | 31.58 |
| 27 | 03/01/01 | 72.47 | 57 | 09/01/03 | 30.04 |
| 28 | 04/01/01 | 71.19 | 58 | 10/01/03 | 28.50 |
| 29 | 05/01/01 | 69.90 | 59 | 11/01/03 | 26.95 |
| 30 | 06/01/01 | 68.61 | 60 | 12/01/03 | 25.00 |

This Schedule B is effective for and applicable to only those Vehicles described on Schedule A No. 98-3
dated December 29, 1998

Dated: December 29, 1998

ASSOCIATES LEASING, INC., LESSOR

MBV Trucking, Inc. , LESSEE

By: *D. Collins-Hicks*

By: *Michael Steyer*

Title: Authorized Representative

Title: President

AMENDMENT TO LEASE AGREEMENT

This Amendment is attached to and specifically incorporated into that certain Truck Lease Agreement (TRAC/Non-Maintenance) dated February 24, 1998, (the "Lease") between Associates Leasing, Inc. (the "Lessor") and MVB Trucking, Inc. (the "Lessee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree as follows:

1. Sections 3 and 6 of the Lease are hereby deleted and the following inserted in lieu thereof:

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight (48) hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is not on the first day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor.

and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five (45) days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing.

Lessee will pay Lessor, in advance, on the first day of each calendar month the Monthly Rental for each Vehicle set forth in Schedule "A", whether or not Lessee shall have received a statement for such amount. If the delivery date of a Vehicle is other than the first day of the month, the first full Monthly Rental for each such Vehicle will begin as of the first day of the next succeeding month and Lessee will pay Lessor the

EXHIBIT

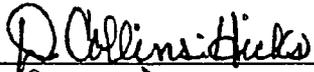
4

Monthly Rental on a daily prorated basis for the month of delivery. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

2. This Amendment shall be effective as of December 16, 1998.
3. Except as expressly modified hereby, the Lease is and shall remain in full force and effect.

ASSOCIATES LEASING, INC.

LESSEE: MBV Trucking, Inc.

By: 
Title: 

By: 
Title: President

TRANSFER AND ASSUMPTION AGREEMENT

Old Client # 02-203379
New Client # 02-206037
Unit # 176403

This Transfer and Assumption Agreement dated November 16, 1999, is entered into by and between MBV Trucking, Inc. ("Transferor"), Michael Stivers Trucking, Inc. ("Transferee"), Associates Leasing, Inc. ("Lessor"), and any guarantor signing below.

WHEREAS, Transferor and Lessor have entered into that certain Truck Lease Agreement (TRAC /Non-Maintenance) dated February 24, 1998, a copy of which is attached hereto and specifically incorporated herein (the "Lease", and together with any guarantees and other documents executed in connection therewith the "Documents") wherein Lessor leased to Transferor certain vehicles described therein (the "Vehicles"); and

WHEREAS, Transferor has advised Lessor that Transferor desires to transfer to Transferee, and that Transferee desires to acquire Transferor's interest as lessee in the Lease, but Transferor is prohibited from doing so without first obtaining the written consent of Lessor to such transfer. Transferor has requested Lessor to consent to the transfer of Transferor's interest as lessee in the Lease by Transferor to Transferee. Lessor will give its written consent to such transfer provided that (i) this Agreement is executed by Transferor and Transferee and delivered to Lessor; (ii) any guarantors and/or endorsers of Transferor's obligations under the Lease (individually and collectively called the "Guarantor") execute this Agreement or such other consent and acknowledgment of the continuation of their obligations and liabilities under the Lease as Lessor may require; (iii) the ownership rights of Lessor in the Vehicles are and continue to be valid, first, prior to all others and effective against all persons whether such persons are claiming by, through or under Transferor, Transferee or any other person; and (iv) Transferee pays Lessor a \$ 100.00 transfer fee.

NOW THEREFORE, Transferor, for good and valuable consideration paid to Transferor by Transferee, hereby assigns to Transferee, all of Transferor's interest as lessee in and to the Lease subject to the terms, conditions and agreements hereof and of the Lease.

In consideration of the written consent of Lessor, Transferee hereby promises to pay the Monthly Rentals to Lessor in accordance with the Lease and assumes all of the obligations and liabilities of Transferor contained in the Lease as though Transferee was the original lessee of the Vehicles.

Transferor agrees that, notwithstanding the transfer referred to herein, Transferor is in no way released from its obligations set forth in the Lease, but it and shall continue to be firmly bound thereby.

Transferor represents to Lessor and Transferee that no event of default is now existing under the Lease.

Transferee agrees that no warranties have been made as to the Vehicles by Lessor, that LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE VEHICLES FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED and that Lessor shall not under any circumstances be liable for any loss or damage whatsoever including, without limitation, loss of anticipatory profits or for consequential damages.

Transferor and Transferee agree to promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to accomplish such transfer and to protect Lessor's ownership of the Vehicles, including, without limitation, filing financing statements, recording documents, and obtaining Certificates of Title (to the extent permitted by law), Lessor assuming no responsibility therefor.

Guarantor consents to the above transfer, and agrees that such transfer shall not affect its obligations and liabilities, which obligations and liabilities shall remain in full force and effect. Transferor and Guarantor each acknowledges that Lessor may, without notice to any of them and without affecting any of their obligations and liabilities, elect any remedy, compound or release any rights against Transferee or any other persons obligated under the Documents, release all or any part of the Vehicles, on terms satisfactory to Lessor, by operation of law or otherwise, and settle, compromise or adjust any and all rights against and grant extensions of time of payment to Transferee or any other persons obligated under the Lease.

The Vehicles will be kept at: 1109 Daisy Street, Clearfield, Clearfield, PA 16830

Present location of the Vehicles if different from the foregoing: (Street Address & City) (County) (State/Province & Zip Code)

This Transfer and Assumption Agreement shall be effective only upon acceptance by Lessor as indicated below.

No oral agreement, guaranty, promise, representation or warranty shall be binding on Lessor. Each of the parties executing this Agreement acknowledges receipt of a copy hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

TRANSFEROR: MBV Trucking, Inc. TRANSFEREE: Michael Stivers Trucking, Inc.
Michael Stivers Michael Stivers
TITLE: President TITLE: President
BY: BY:
TITLE: TITLE:

ADDRESS: 1109 Daisy Street
Clearfield, Clearfield, PA 16830
City, State, State/Province and Zip Code
Witness to Transferor's Signature
Donstermarkier
(WITNESS)

GUARANTOR: Bradley B. Blackwood GUARANTOR: Michael C. Stivers
BY: BY:
TITLE: Individually TITLE: Individually

Lessor hereby consents to the above transfer and assumption pursuant to the terms and conditions of the above agreement.

DATE: November 16, 1999

ASSOCIATES LEASING, INC.
BY:
TITLE:

EXHIBIT
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DELIVERY AND ACCEPTANCE CERTIFICATE (LEASE)

To: Associates Leasing, Inc. ("Associates")

Reference is made to the lease dated FEBRUARY 24, 1998 (the "Lease") between the undersigned and Associates covering the property (the "Vehicles") described below:

Unit number(s) listed below, on Schedule 'A' No. 99-1, attached to the Lease.

Unit Number(s)

187725

The undersigned hereby confirms and agrees as follows:

1. The Vehicles were delivered to undersigned at the location designated in the Lease on 05/12/99
2. All installation and other work necessary for the proper use of the Vehicles, if any, has been completed.
3. The Vehicles have been inspected and accepted by the undersigned as satisfactory in all respects.
4. If the Vehicles are used, the Vehicles are in the condition set forth on the reverse side hereof, which constitutes a part of this certificate.
5. The undersigned's obligations and liabilities under the Lease will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Associates for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicles for any reason whatsoever.
6. Associates is neither the manufacturer nor distributor of the Vehicles and has no knowledge of or familiarity with it. UNDERSIGNED ACCEPTS THE VEHICLES "AS IS" AND ASSOCIATES HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Lease, and is given to induce Associates to pay for the Vehicles. This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Associates, its successors and assigns.

Dated: MAY 12, 1999

MBV TRUCKING, INC.

(Name of individual(s), corporation or partnership.)

EXHIBIT
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By: Michael Steyer Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-103319

ASSOCIATES LEASING, INC.
SCHEDULE "A" VERBIAGES

SCHEDULE "A" NUMBER: 99-1

Lessee agrees to pay one (1) payment upon delivery.

The Monthly Rental Factor for each Vehicle includes a supplemental rental factor equal to .75 %.

The above Schedule "A" Vehicle(s) is/are exclusive of any state or local sales taxes. Payment of such shall be the responsibility of Lessee.
Except as expressly modified hereby, the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 7 or any other section of this Lease, taxes due under 26 U.S.C. Sec. 4441, et seq. (sometimes known as the Federal Highway Use Tax) will be paid to the taxing authorities directly by Lessor; provided, however, that Lessee shall pay or reimburse Lessor therefor promptly following receipt of Lessor's invoice or bill in regard thereto.
The Lessee will register the above described unit as a taxable gross weight of 80,000 pounds. The Lessor will pay Federal Highway Use Tax based on the taxable gross weight and above described in Service Data

LESSOR: Associates Leasing, Inc.
BY: *Diana A. Bellina*
TITLE: Authorized Representative
DATE: 5-12-99

CLIENT: MBV TRUCKING, INC.
BY: *Michael Stee*
TITLE: PRESIDENT
DATE: MAY 11, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK
LEASE AGREEMENT DATED: FEBRUARY 14, 1998
BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

Branch: 8003 - PITTSBURGH
 CLIENT NO: 02-203179

ASSOCIATES LEASING, INC.
 SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER: 99-1

| IN SERVICE DATE | UNIT NO. | VEHICLE YEAR MAKE MODEL DESCRIPTION | SERIAL NUMBER | SCHEDULE A VALUE | MO RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|-----------------|----------|-------------------------------------|--------------------|------------------|------------------|----------------|-----------------------|------------|----------------|
| 03/12/99 | 187735 | 1999 FLEIGHTLINER, FL120 TRACTOR | 1FJPC32B0XCLB90039 | \$94,732.00 | 1.717 | \$1,624.55 | SEE SCH "B" | 60 | \$23,683.00 |

VEHICLE DOMICILE: ROUTE 899, PO BOX 190
 STREET ADDRESS: FRENCHVILLE
 CITY: PA STATE: ZIP: 16816
 COUNTY: CLEARFIELD TOWNSHIP

LESSOR: Associates Leasing, Inc.
 BY: *[Signature]*
 TITLE: Authorized Representative

CLIENT: MBV TRUCKING, INC.
 BY: *[Signature]*
 TITLE: PRESIDENT

DATE: 5-12-99

DATE: MAY 12, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED FEBRUARY 24, 1998 BETWEEN ASSOCIATES LEASING, INC. AND MBV TRUCKING, INC.

SCHEDULE B
FINAL ADJUSTMENT TABLE

This Schedule B is attached to and specifically incorporated in that certain Truck Lease Agreement between Associates Leasing, Inc. and MBV TRUCKING, INC., dated February 24, 1998.

The Final Adjustment Amount for each Vehicle as of the following Calculation Dates shall be calculated by multiplying the Final Adjustment Percentage opposite each Calculation Date by the respective Schedule A Value for such Vehicle.

| <u>CALCULATION DATE</u> | <u>PAYMENT NO.</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> | <u>CALCULATION DATE</u> | <u>PAYMENT NO.</u> | <u>FINAL ADJUSTMENT PERCENTAGE</u> |
|-------------------------|--------------------|------------------------------------|-------------------------|--------------------|------------------------------------|
| Jun 1, 1999 | 1 | 100.21 | Dec 1, 2001 | 31 | 68.59 |
| Jul 1, 1999 | 2 | 99.35 | Jan 1, 2002 | 32 | 67.32 |
| Aug 1, 1999 | 3 | 98.47 | Feb 1, 2002 | 33 | 66.04 |
| Sep 1, 1999 | 4 | 97.58 | Mar 1, 2002 | 34 | 64.74 |
| Oct 1, 1999 | 5 | 96.68 | Apr 1, 2002 | 35 | 63.44 |
| Nov 1, 1999 | 6 | 95.76 | May 1, 2002 | 36 | 62.12 |
| Dec 1, 1999 | 7 | 94.84 | Jun 1, 2002 | 37 | 60.78 |
| Jan 1, 2000 | 8 | 93.90 | Jul 1, 2002 | 38 | 59.43 |
| Feb 1, 2000 | 9 | 92.96 | Aug 1, 2002 | 39 | 58.07 |
| Mar 1, 2000 | 10 | 92.00 | Sep 1, 2002 | 40 | 56.70 |
| Apr 1, 2000 | 11 | 91.03 | Oct 1, 2002 | 41 | 55.32 |
| May 1, 2000 | 12 | 90.04 | Nov 1, 2002 | 42 | 53.93 |
| Jun 1, 2000 | 13 | 89.05 | Dec 1, 2002 | 43 | 52.53 |
| Jul 1, 2000 | 14 | 88.04 | Jan 1, 2003 | 44 | 51.11 |
| Aug 1, 2000 | 15 | 87.02 | Feb 1, 2003 | 45 | 49.69 |
| Sep 1, 2000 | 16 | 85.98 | Mar 1, 2003 | 46 | 48.25 |
| Oct 1, 2000 | 17 | 84.93 | Apr 1, 2003 | 47 | 46.80 |
| Nov 1, 2000 | 18 | 83.86 | May 1, 2003 | 48 | 45.34 |
| Dec 1, 2000 | 19 | 82.77 | Jun 1, 2003 | 49 | 43.87 |
| Jan 1, 2001 | 20 | 81.67 | Jul 1, 2003 | 50 | 42.38 |
| Feb 1, 2001 | 21 | 80.55 | Aug 1, 2003 | 51 | 40.88 |
| Mar 1, 2001 | 22 | 79.42 | Sep 1, 2003 | 52 | 39.37 |
| Apr 1, 2001 | 23 | 78.28 | Oct 1, 2003 | 53 | 37.84 |
| May 1, 2001 | 24 | 77.11 | Nov 1, 2003 | 54 | 36.31 |
| Jun 1, 2001 | 25 | 75.93 | Dec 1, 2003 | 55 | 34.76 |
| Jul 1, 2001 | 26 | 74.74 | Jan 1, 2004 | 56 | 33.20 |
| Aug 1, 2001 | 27 | 73.53 | Feb 1, 2004 | 57 | 31.63 |
| Sep 1, 2001 | 28 | 72.31 | Mar 1, 2004 | 58 | 30.05 |
| Oct 1, 2001 | 29 | 71.08 | Apr 1, 2004 | 59 | 28.44 |
| Nov 1, 2001 | 30 | 69.84 | May 1, 2004 | 60 | 25.00 |

This Schedule B is effective for and applicable to only those Vehicle(s) described on Schedule A No. 99-1 dated May 12, 1999.

Dated: May 12, 1999

ASSOCIATES LEASING, INC., LESSOR

MBV TRUCKING, INC., LESSEE

By: Diana S. Collins

By: Michael J. Steen

Title: Authorized Representative

Title: President



TRUCK LEASE AGREEMENT (TRAC/Non-Maintenance)

THIS LEASE AGREEMENT is made as of AUGUST 3, 1999 by and between Associates Leasing, Inc. (hereinafter called "Lessor"), an Indiana corporation with a place of business located at 2790 Mossdale Blvd., Ste 800 Monroeville PA 15146-9144 and MICHAEL C. STUBBS TRUCK RENTALS, INC. (hereinafter called "Lessee"), a corporation with its principal place of business located at ROUTE 879 & STONEHOUSE ROAD, LECONTESVILLE PA 17040.

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedules, Vehicle Purchase Orders or Delivery Receipts executed by authorized employees and agents of Lessee and accepted by Lessor, at its sole discretion, for the rental and lease term and upon the terms and conditions set forth below:

1. THIS AGREEMENT is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased hereunder, any Schedule which may hereafter be attached hereto describing certain Vehicles either individually or as a class and the specific terms for each, and Delivery Receipts or other evidences of ordering or delivery for each Vehicle delivered to Lessee by Lessor. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedules relating thereto. All of said Schedules, Delivery Receipts and evidences of ordering or delivery are hereby incorporated by reference and made a part hereof. Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such passenger automobiles, trucks and other motor vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Vehicles shall at all times remain the property of, and shall be registered in the name of Lessor, but shall be under the full and complete control of Lessee. During the term of this lease renewal of registration in the name of Lessor shall be the responsibility and expense of Lessee, and Lessor will, upon Lessee's request, furnish to Lessee a power of attorney to this end. Lessee recognizes that it has acquired no right, title, option or interest in or to any of the Vehicles and agrees that it shall not assert any claim in or to an interest in any Vehicle other than that of a Lessee. Lessee agrees to accept delivery of all vehicles ordered by Lessor pursuant to the request of Lessee. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. LESSEE AGREES to pay Monthly Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle. Such amounts shall be equal to the product of the Monthly Rental Factors stated in such Schedule for such Vehicle multiplied by the Schedule "A" Value of such Vehicle stated in such Schedule.

The Monthly Rentals are subject to final depreciation adjustment as provided in Section 9 of this Lease, using a Final Adjustment Percentage which is stated in the Schedule "B" applicable to such Vehicle.

"Schedule "A" Value" as used herein shall mean the amount designated as such in the Schedule "A" for such Vehicle, representing the value of such Vehicle as determined by Lessor.

Lessee acknowledges that Schedule "A" Values set forth in the Schedules are based upon the manufacturer's price and the amount of required equipment in effect on the date the Schedule is executed. If the manufacturer's price increases or decreases or if additional items of equipment are required on the Vehicle prior to or at the time of delivery of the Vehicle to Lessee, the Schedule "A" Value of such Vehicle will be adjusted by the amount of such increase or decrease and by the cost to Lessor of the additional equipment. The "Residual Value" assigned to each Vehicle represents the product of (a) the Schedule "A" Value multiplied by (b) the Final Adjustment Percentage corresponding to expiration of the Maximum Term for such Vehicle, and is provided for informational purposes only.

In addition to the Monthly Rental, Lessee shall pay to Lessor upon demand and as Additional Rental all other charges payable by Lessee which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied to the payment of the last Monthly Rentals which are due for the Vehicle to which they relate. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

3. THE TERM of this Lease in relation to each Vehicle shall extend for a period not in excess of the Maximum Term noted in the Schedule "A" relating to such Vehicle. The Lease Term shall commence on the earlier of (i) the date when such Vehicle is delivered to Lessee or (ii) forty-eight hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (hereinafter called the "Delivery Date"). If the Delivery Date for such Vehicle is on or before the fifteenth day of a month, the Monthly Rental for such Vehicle shall commence as of the first day of such calendar month and if the Delivery Date for such Vehicle is on or after the sixteenth day of a month, the Monthly Rental for such Vehicle shall commence on the first day of the next succeeding calendar month. Lessee may terminate this Lease as to any Vehicle on any anniversary of the Delivery Date for such Vehicle by (i) giving notice to Lessor; (ii) returning such Vehicle to Lessor on such anniversary date in accordance with Section 8 hereof; and (iii) paying to Lessor any amount owing pursuant to Section 9 hereof relating to such Vehicle. For each Vehicle so terminated, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) such anniversary date or (b) the date the Vehicle is actually returned to Lessor and for each Vehicle as to which the Maximum Term has expired, the term of this Lease shall end on the earlier of (i) the date such Vehicle is sold in accordance with Section 8 hereof or (ii) forty-five days after the later of (a) the last day of the Maximum Term or (b) the date the Vehicle is actually returned to Lessor. If such date is before the fifteenth day of a month, no Monthly Rental for such Vehicle shall be payable for such month; if such date is on or after the fifteenth day of a month, a full Monthly Rental shall be payable for such month without proration. Lessee may terminate this Lease as to any Vehicle effective at any other time only upon terms hereafter agreed to by Lessor.

Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. THIS LEASE MAY BE TERMINATED by either party regarding vehicles not then ordered or under lease by giving written notice thereof to the other party at least five days in advance of the proposed termination date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration or termination, all of the provisions of this Lease shall continue in full force and effect with respect to each Vehicle then ordered pursuant to request of Lessee or then under lease until the end of the lease term for such Vehicle as provided in Section 3 hereof.

5. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the United States and occasionally in Canada and only for lawful purposes. No Vehicle shall be used off an improved road or for transportation of passengers or of material designated as extra hazardous.

radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.

6. MONTHLY RENTAL and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one heretofore or at such other place as Lessor shall hereafter notify Lessee in writing.

Monthly Rentals shall be due and payable in advance on the first day of each and every month during the term hereof; provided, however, that the first Monthly Rental for a Vehicle with a Delivery Date on or before the fifteenth day of a month shall be due and payable on the Delivery Date, whether or not Lessee shall have received a statement for such amount. Lessor will render to Lessee monthly statements of the amounts payable on all Vehicles under this Lease and Lessee shall, within ten (10) days after receipt of such statements, make payment by one check for each such statement to the order of Lessor for the Monthly Rental, Additional Rent and other sums, if any, covered by such statements without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Monthly Rentals, Additional Rents and Adjusted Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf. For each Monthly Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/4% per month for the period of delinquency or, at Lessor's option, 5% of such Monthly Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

7. FEES, TAXES, GOVERNMENTAL ASSESSMENTS AND CHARGES (INCLUDING INTEREST AND PENALTIES THEREON) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of this Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all jurisdictions required by the nature of Lessee's business and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges shall have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Sections 2 and 9 hereof as a net return of the Vehicles. If requested by Lessor, Lessee agrees to file, or to refrain from filing, on behalf of Lessor in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

8. LESSEE SHALL RETURN each Vehicle to Lessor, at Lessee's expense, at the expiration or termination of this Lease in relation to such Vehicle at the location where delivery was made or at such other location as is designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. Upon request of Lessee, Lessor may at its sole discretion allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Lessor, Lessee shall give Lessor at least sixty, and not more than ninety, days notice of the return of any Vehicle. After said return, Lessor shall cause such Vehicle to be sold at public or private sale, at wholesale, for the highest cash offer received and still open at the time of sale. The "net sale proceeds" for said Vehicle shall be the net amount received by and paid to Lessor after deducting the cost of sale, the cost of cleaning, repairing, equipping or transporting said Vehicle and any other expenses of Lessor in connection therewith.

9. FINAL ADJUSTMENT for each Vehicle will be made upon receipt of the net sale proceeds therefor and, unless any default shall have occurred and except as provided below: Lessor shall pay to Lessee the amount, if any, by which the sum of (a) the net sale proceeds, and (b) surplus insurance recoveries, if any, on such Vehicle, exceeds (c) a Final Adjustment Amount, as defined herein, for such Vehicle calculated as of the rental payment date next preceding the date such Vehicle was returned to Lessor (referred to hereafter as the "Calculation Date"). The Final Adjustment Amount for any Vehicle as of a Calculation Date shall be computed by multiplying the Schedule "A" Value for such Vehicle by that percentage ("Final Adjustment Percentage") opposite the respective Calculation Date as set forth in the Final Adjustment Table attached hereto as Schedule B. If the sum of items (a) and (b) is less than item (c), Lessee shall, within ten days after notice thereof, pay the deficiency to Lessor as Adjusted Rental without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessor shall promptly determine the aforesaid amounts and shall render statements therefor to Lessee. Lessor may apply any sums received as proceeds from any Vehicle which would otherwise be due to Lessee hereunder against any other obligation of Lessee and Lessor may off-set the amount of any such rental adjustment against any claim it may have against Lessee.

10. LOSS OF OR DAMAGE TO EACH VEHICLE and loss of use thereof, from whatsoever cause, are risks hereby assumed by Lessee from the date hereof until such Vehicle is returned to and sold by Lessor. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. There shall be no abatement of rental otherwise due hereunder during the period a Vehicle is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle and Monthly Rentals will continue to accrue until Final Adjustment is made. Final Adjustment in relation to lost, stolen or destroyed Vehicles shall be made as provided in Section 9, promptly after sale of the salvage and/or receipt of insurance proceeds, as applicable or within forty-five days after such loss, theft or destruction; whichever is earlier. For purposes of Final Adjustment, lost or stolen Vehicles shall be deemed to have been sold as of the date of such loss or theft, and the amount of net sale proceeds therefor shall be deemed to be zero. In no event shall Lessor be liable to Lessee, its employees or agents for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle.

11.A. LIABILITY AND PHYSICAL DAMAGE INSURANCE, for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, from the time each Vehicle is delivered to Lessee until the Vehicle is sold after return to Lessor and legal title passes to the purchaser thereof, shall be purchased and maintained by Lessee. Lessor shall not be required to order vehicles for Lessee's use until binders disclosing insurance coverage as herein provided have been delivered to Lessor. All insurance policies shall provide primary coverage, shall name Lessor as additional insured, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of 15 days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$250,000 for bodily injury or death to any one person; \$750,000 for any one accident; \$100,000 for property damage; or a combined single limit of \$750,000; and actual cash value for fire, theft, comprehensive and collision. Deductible amounts shall not be in excess of \$2,500. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Lease. Evidence of renewal of all expiring policies will be delivered to Lessor at least 60 days prior to their respective expiration dates.

Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur.

11.B. **INDEMNITIES:** The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by this Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereby indemnified against.

11.C. **LESSEE'S TAX RELATED INDEMNITIES** to Lessor are as follows:

(1) **General Indemnity.** Lessee agrees to pay and to indemnify and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, lease use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor). Lessee agrees to file, on behalf of Lessor, all required tax returns concerning the Vehicles with all appropriate governmental agencies and to furnish to Lessor a copy of each such return, including evidence of payment, promptly after the due date of each such filing; provided, that, in the event Lessee is not permitted to file any such return on behalf of Lessor, then Lessee agrees to prepare and forward each such return to Lessor in a timely manner with instructions to Lessor with respect to the filing thereof.

(2) **Income Tax Indemnity:** Lessee and Lessor agree that Lessor shall be entitled to accelerated cost recovery (or depreciation) deductions with respect to the Vehicles, and should, under any circumstances whatsoever, except as specifically below set forth, either the United States government or any state tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any benefits consisting of accelerated cost recovery (or depreciation) deductions with respect to any Vehicle, Lessee shall then indemnify Lessor by payment to Lessor, upon demand, of a sum which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same after-tax cash flow and after-tax yield assumed by Lessor in evaluating the transaction contemplated by this Lease (referred to hereafter as "Economic Return") that Lessor would have realized had there not been a loss or disallowance of such benefits, together with, on an after-tax basis, any interest or penalties which may be assessed by the governmental authority with respect to such loss or disallowance. In addition, if Lessee shall make any addition or improvement to any Vehicle, and as a result thereof, Lessor is required to include an additional amount in its taxable income, Lessee shall also pay to Lessor, upon demand, an amount which shall be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of this Lease) the same Economic Return that Lessor would have realized had such addition or improvement not been made.

Lessee shall not be obligated to pay any sums required in this subsection 11.C.(2) with respect to any Vehicle in the event the cause of the loss of the deductions results solely from one or more of the following events: (1) a failure of Lessor to timely claim accelerated cost recovery (or depreciation) deductions for the Vehicle in Lessor's tax return, other than a failure resulting from the Lessor's determination, based upon opinion of counsel or otherwise, that no reasonable basis exists for claiming accelerated cost recovery (or depreciation) deductions, or (2) a failure of Lessor to have sufficient gross income to benefit from accelerated cost recovery (or depreciation) deductions. Lessor agrees to promptly notify Lessee of any claim made by any federal or state tax authority against the Lessor with respect to the disallowance of such accelerated cost recovery (or depreciation) deductions.

(3) **Payment and Enforceability.** All amounts payable by Lessee pursuant to subsection 11.C.(1) or 11.C.(2) shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in subsection 11.C.(1) or 11.C.(2) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under subsection 11.C.(1) and 11.C.(2) shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(4) **Duration.** The obligations of Lessee under subsection 11.C. are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring this Lease in default and Lessor may initially proceed directly against Lessee under this subsection 11.C. without first resorting to any other rights of indemnification it may have. In the event that, during the continuance of this Lease, an event occurs which gives rise to a liability pursuant to this subsection 11.C., such liability shall continue, notwithstanding the expiration or termination of this Lease, until all payments or reimbursements with respect to such liability are made.

11.D. **ALL OF LESSEE'S obligations, indemnities and liabilities** under this Section 11 shall survive the expiration or termination of this Lease. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations as set forth in this Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefor shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

12.A. **EXPENSE OF OPERATION AND MAINTENANCE** of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefor and such replacements shall become part of the Vehicles by accession. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor.

12.B. **ADDITIONAL EQUIPMENT REQUIRED BY LAW.** In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

13. **NO WARRANTIES; LIMITATION ON LIABILITY:** Lessee acknowledges and agrees (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee, (ii) that the Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent and (iii) that **LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED.** Provided Lessee is not in default hereunder, during the term of this Lease as to any Vehicle, Lessor

hereby assigns to Lessee any rights Lessor may have under any manufacturer's or seller's warranty, to the extent that such assignment may be made without impairing Lessor's ability to assert such rights in its own name and under such warranty. No suit, claim or judgment shall be brought or made by Lessee against or with the manufacturer or seller without the prior written consent of Lessor.

14.A. DEFAULT under this Lease shall occur in the event (i) Lessee shall fail to pay when due any part of the Monthly Rentals, Additional Rents or Adjusted Rents payable hereunder or to provide or maintain the insurance required hereby; (ii) any of Lessee's warranties or representations shall be or become untrue or breached; (iii) Lessee shall fail, after fifteen days notice thereof, to correct any failure in the due performance and observance of any other of the covenants and obligations of Lessee hereunder; (iv) Lessee shall default under any other agreement with Lessor or its affiliates; (v) Lessee transfers a substantial portion of its assets other than in the ordinary course of business; (vi) a voluntary or involuntary petition under any statute relating to bankruptcy, reorganization or receivership or under any other statute relating to the relief of debtors shall be filed by or against Lessee or any guarantor of Lessee's obligations hereunder; or (vii) Lessee or any guarantor of Lessee's obligations hereunder shall make an assignment for the benefit of creditors, admit in writing to being insolvent or, if Lessee or such guarantor is a natural person, if such person shall die.

14.B. LESSOR'S REMEDIES:

(1) In the event of such default described above, Lessor shall have no further obligation to lease vehicles to Lessee and, at the option of Lessor, all rights of Lessee hereunder and in and to the Vehicles shall forthwith terminate. Upon such termination Lessee agrees that Lessor may, without notice to Lessee, either take possession of any or all Vehicles (with or without legal process) or require Lessee to return all Vehicles forthwith to Lessor at such location as Lessor shall designate. Lessee authorizes Lessor and Lessor's agents to enter any premises where the Vehicles may be found for the purpose of repossessing the same. If Lessor retakes possession of any of the Vehicles and at the time of such retaking there shall be in, upon, or attached to the Vehicles any property, goods, or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property, goods, and things of value and hold the same for Lessee or to place such property, goods, or things of value in public storage for the account of, and the expense of, Lessee. Lessor may at its option (i) sell any or all of the Vehicles which are returned or repossessed pursuant to this Section and hold Lessee liable for Adjusted Rental as provided in Section 9, or (ii) lease any or all of the Vehicles to a person other than Lessee for such term and such rental as Lessor may elect in its sole discretion, and apply the proceeds of such lease, after first deducting all costs and expenses relating to the termination of this Lease and the retaking of the Vehicles, to Lessee's obligations hereunder; provided, however, that Lessee shall pay to Lessor immediately upon demand, as liquidated damages for loss of bargain and not as a penalty, a sum with respect to each such Vehicle which represents the excess of the present value at the time of termination of all Monthly Rentals which would otherwise have accrued hereunder to the end of the Maximum Term for such Vehicle over the present value of the aggregate of the rentals to be paid for such Vehicle by such third party for such period (such present values to be computed in each case on the basis of a discount factor equal to the per annum lending rate publicly announced from time to time by Continental Illinois National Bank and Trust Company of Chicago as its prime rate, base rate or reference rate for unsecured loans of the shortest maturity to corporate borrowers in effect on the date this Lease is terminated by Lessor, from the respective dates upon which such Monthly Rentals would have been payable hereunder had this Lease not been terminated). In addition to the other remedies set forth herein, if any Vehicle is not returned to Lessor, or if Lessor is prevented from taking possession thereof, Lessee shall pay to Lessor immediately upon demand Adjusted Rental as provided in Section 9, as if such Vehicle had been sold on the date this Lease was terminated, and the amount of net sale proceeds therefor were zero.

(2) Whether or not the Vehicles are returned to, sold or leased by Lessor, Lessor shall also recover from Lessee all unpaid Monthly Rentals, Additional Rents and Adjusted Rents then due or owing together with all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement of its rights and remedies under this Lease. In addition, Lessor may retain as liquidated damages all Monthly Rentals and Additional Rents and sale proceeds received, including any refunds and other sums which otherwise would be payable to Lessee, and a sum equal to the aggregate of all Monthly Rentals and other amounts, including but not limited to any early termination fee customarily charged by Lessor, (the due dates of which Rentals and other amounts Lessor may accelerate at its option) which would have been due during the period ending, for each Vehicle, on the earliest date on which Lessee could have effectively terminated this Lease as to such Vehicle pursuant to Section 3 if Lessee had not defaulted.

(3) The remedies in this Lease provided in favor of Lessor shall not be deemed exclusive or alternative, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. Lessee hereby waives any right to trial by jury in any action relating to this Lease, as well as any requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The failure of Lessor to exercise any of the rights granted it hereunder shall not constitute a waiver of any such right or establish a custom or course of dealing.

15. NEITHER THIS LEASE, any rights or obligations hereunder, nor any rights in or to the Vehicles may be assigned or subleased by Lessee without the prior written consent of Lessor and no such assignment or sublease shall be valid or binding on Lessor. Lessor may assign this Lease or an interest hereunder or in the Vehicles for any purpose without consent of or notice to Lessee.

16. LESSEE AGREES that at any time and from time to time, after the execution and delivery of this Lease, it shall, upon request of Lessor, execute and deliver such further documents and do such further acts and things as Lessor may reasonably request in order fully to effect the purposes of this Lease and to protect Lessor's interest in the Vehicles, including, but not limited to, furnishing any and all information necessary to enable Lessor or its insurer to defend itself in any litigation arising in connection herewith. Lessee hereby authorizes Lessor to insert serial numbers, delivery and Monthly Rental due dates and other data on the Schedules, Delivery Receipts and other documents relating hereto when such numbers, dates and data become known to Lessor.

17. NOTICES required or permitted to be given hereunder shall be given in writing either personally or by registered or certified mail addressed to the respective party at its address listed on page one hereof or, if such party has previously given notice of a change of address, to the address specified in the last such notice of change of address. Notices shall be deemed received when delivered if personally delivered or, if mailed, two business days after deposit postage prepaid in the United States mails.

18. THIS LEASE will become effective only upon acceptance by Lessor. This form is intended for general use throughout the United States. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be ineffective in such jurisdiction to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is the intention of the parties hereto that this contract constitute a lease for tax and other purposes; however, if for purposes of perfection, this contract is interpreted by any court as a lease intended as security, Lessee hereby grants to Lessor a security interest in the vehicles. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. This Lease and any Schedules and other documents relating hereto may be modified only in a writing signed by the party against whom enforcement is sought. No vehicle dealer nor any employee or agent of any dealer or of any other person has authority to make any representations to Lessee on Lessor's behalf as to the performance of the Vehicles, or as to any provision of this Lease or as to any other matter whatsoever. Lessee has no authority to, and shall not, make any warranty or representation concerning the Vehicles to any person on Lessor's behalf.

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING LESSEE

Witness (for Affiant)

[Signature]

Rv *[Signature]*

Title SOLE PROPRIETOR T.I.N. 232-89-3585

Accepted on

8-3-99

(Date)

ASSOCIATES LEASING, INC., LESSOR

Rv *[Signature]*

Title *[Signature]*

LESSEE CERTIFICATION

With respect to that certain Truck Lease Agreement entered into as of AUGUST 3, 1999 by and between Associates Leasing, Inc. ("Lessor") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING ("Lessee"), Lessee hereby certifies, under penalty of perjury, that Lessee intends that more than 50 percent of the use of the property subject to such Truck Lease Agreement is to be in a trade or business of the Lessee. Lessee has been advised by Lessor, and acknowledges, that Lessee will not be treated as the owner of the property subject to the Truck Lease Agreement for Federal income tax purposes.

MICHAEL C. STYERS
LESSEE: DBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*

TITLE: SOLE PROPRIETOR

DATE: AUGUST 3, 1999

CROSS COLLATERAL SECURITY/CROSS DEFAULT AGREEMENT

This Agreement is by and between Associates Commercial Corporation ("ACC"), Associates Leasing, Inc. ("ALI") and MICHAEL C. STYERS DBA MICHAEL C. STYERS TRUCKING (the "Company").

WHEREAS, ALI has and/or may hereafter acquire and/or enter into Contracts (as defined herein) with the Company, and

WHEREAS, ACC has and/or may hereafter acquire and/or enter into Contracts with the Company, and

WHEREAS, the Company desires that ALI and/or ACC, as appropriate, acquire or enter into one or more such Contracts, and

WHEREAS, it is a condition precedent to ALI and/or ACC, as appropriate, acquiring or entering into such Contracts that the Company shall agree to all the terms and conditions included herein, and

WHEREAS, since the terms and conditions included in this Agreement will affect each of the Contracts, the Company desires the agreement of ALI and ACC to the terms and conditions hereof.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

- The following terms as used herein shall be defined as follows:
 - "Contracts" shall mean all present and future (i) conditional sale contracts, lease agreements, security agreements, notes and other like agreements which ACC or ALI may acquire arising from the sale or lease to the Company of equipment and/or inventory from any vendor or lessor, and (ii) lease agreements, security agreements, direct loan agreements, notes and other agreements of any kind between the Company and ACC and/or ALI.
 - "Collateral" shall mean all the present and future equipment, inventory, and other property described in and subject to the Contracts and/or which secures the performance of the Company thereunder, together with all the cash and non-cash proceeds of all of the foregoing.
 - "Obligations" shall mean all the present and future duties, liabilities and obligations due to ACC and/or ALI from the Company under the Contracts whether joint or several, direct or indirect, absolute or contingent, secured or unsecured, or matured or unmatured.
- Each item of Collateral shall secure the payment and other performance by the Company of each of the Obligations and shall continue to do so unless and until all of the Obligations are paid in full and otherwise satisfied and the Contracts have been fully performed by the Company. ACC and ALI shall retain their security interest in the Collateral as security for the Company's performance of the Obligations notwithstanding the payment in full or other complete performance by the Company of one or more Obligations or Contracts.
- A default by the Company under one or more of the Contracts shall constitute a default by the Company under each of the Contracts. Following such a default, ACC and ALI may immediately exercise all the rights and remedies (i) of a secured party under the Uniform Commercial Code, (ii) otherwise accorded ACC or ALI under any of the Contracts whether or not such rights or remedies are specifically set forth in the Contract being enforced, and (iii) otherwise lawfully available to ACC and ALI.
- The parties hereto intend by this Agreement (i) to create cross default conditions among all the Contracts, and (ii) to create cross security rights and remedies in the favor of ACC and ALI with respect to the Collateral and the Obligations. All the rights and remedies granted to ACC and ALI hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect the rights and remedies of ACC and ALI under the Contracts or under any statute, judicial decision or rule of law. This Agreement shall become a part of and specifically incorporated in the Contracts. Except as expressly modified herein, all the terms and conditions included in the Contracts shall remain in full force and effect. This Agreement may be modified only through the written agreement of each party hereto and shall inure to the benefit of the successors and assigns of ACC and ALI and shall be binding upon the successors and assigns of the Company. The Company may not assign its rights and/or obligations hereunder without the prior written consent of ACC and ALI.

Dated: AUGUST 3, 1999

ASSOCIATES COMMERCIAL CORPORATION

BY: *[Signature]*

TITLE: *Office mgr.*

ADDRESS: 2790 Mosside Blvd., Ste 800
Monroeville, PA 15146-2144

MICHAEL C. STYERS
DBA MICHAEL C. STYERS TRUCKING

[Signature]
TITLE: SOLE PROPRIETOR

ADDRESS: ROUTE 879 & STONEHOUSE ROAD
LECONTES MILLS, PA 16850

ASSOCIATES LEASING, INC.

BY: *[Signature]*

TITLE: *[Signature]*

ADDRESS: 2790 Mosside Blvd., Ste 800
Monroeville, PA 15146-2144

Branch: 8002 - PITTSBURGH
CLIENT NO:

02-204513

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER:

99-1

IN SERVICE DATE: 08/03/99
UNIT NO.: 183784
VEHICLE YEAR, MAKE, MODEL DESCRIPTION: 2000 FREIGHTLINER, FLD120 TRACTOR

| SERIAL NUMBER | SCHEDULE A VALUE | MO. RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|--------------------|------------------|-------------------|----------------|-----------------------|------------|----------------|
| 1FUPDXVYB3YLB12461 | \$82,437.00 | .01717 | \$1,415.79 | SEE SCH "B" | 60 | \$20,614.25 |

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD
STREET ADDRESS

LECONTES MILLS
CITY

PA 16850
STATE ZIP

CLEARFIELD
COUNTY

TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Dianne Williams*
TITLE: Authorized Representative

BY: *Michael C. Styers*
TITLE: SOLE PROPRIETOR

DATE: 8-3-99

DATE: AUGUST 3, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999 BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

Branch: 8002 - PITTSBURGH
CLIENT NO: 02-204513

IN SERVICE DATE: 08/13/99
UNIT NO.: 194758
VEHICLE YEAR, MAKE, MODEL DESCRIPTION: 2000 FREIGHTLINER, FL120 TRACTOR

ASSOCIATES LEASING, INC.
SCHEDULE "A" EVEN PAYMENTS

SCHEDULE "A" NUMBER: 99-2

| SERIAL NUMBER | SCHEDULE A VALUE | MO. RENTAL FACTOR | MONTHLY RENTAL | FINAL ADJ. PERCENTAGE | # MO. TERM | RESIDUAL VALUE |
|-------------------|------------------|-------------------|----------------|-----------------------|------------|----------------|
| 1PUPDXYYB3YL12464 | \$82,457.00 | .01717 | \$1,415.79 | SEE SCH "B" | 60 | \$20,614.25 |

VEHICLE DOMICILE: ROUTE 879 & STONEHOUSE ROAD
STREET ADDRESS: LECONTES MILLS
CITY: PA 16850
COUNTY: CLEARFIELD TOWNSHIP

The domicile location noted above will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Associates immediately.

LESSOR: Associates Leasing, Inc.

BY: *Diana R. Williams*
TITLE: Authorized Representative

DATE: 8-13-99

CLIENT: MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING

BY: *Michael C. Styers*
TITLE: SOLE PROPRIETOR

DATE: AUGUST 13, 1999

SCHEDULE "A" ANNEXED TO AND FORMING PART OF TRUCK LEASE AGREEMENT DATED: AUGUST 3, 1999 BETWEEN ASSOCIATES LEASING, INC. AND MICHAEL C. STYERSDBA MICHAEL C. STYERS TRUCKING



ASSOCIATES LEASING, INC.
A SUBSIDIARY OF ASSOCIATES CORPORATION OF NORTH AMERICA

DOCUMENTATION CORRECTION NOTICE

For your file, to be attached to and made a part of the document described below.

October 7, 1999

Lessee Name:

Client #: 02-204513

Unit #: 194758

Michael C. Styers dba Michael C. Styers Trucking
Attn: Michael C. Styers
Route 879 & Stonehouse Rd.
Lecontes Mills, PA 16850

Document(s): Schedule A & VPO

Truck Lease Agreement Dated: August 3, 1999
Transaction Date: August 13, 1999

A recent audit of the above noted document(s), copy(s) of which is (are) attached hereto, has revealed an error concerning:

The serial number reads as 1FUPDXYB5YLB12464.

The correct information for the document(s) mentioned is as follows:

The serial number should read as 1FUPDXYB5YLB12462.

This notice shall hereinafter become attached to and specifically incorporated in the above noted "Truck Lease Agreement."

Should you have any questions in this regard, please call Robin Nichols at 972-652-2589.

Thank you.

EXHIBIT
8



**SECURITY AGREEMENT
(Conditional Sale Contract)**

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

| Year | Make | Model | Description | Identification Number |
|------|--------------|-----------|-------------|-----------------------|
| 2000 | FREIGHTLINER | FLD13264T | TRACTOR | 1FUPCXYBOYLA17052 |

Collateral Will Be Kept At (Address): RT 879/STONEHOUSE RD, LECONTES MILL County CLEARFIELD State PA

INSURANCE COVERAGE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

CHECK ONE

Buyer has obtained the required coverages through:

WM BOWLEY INSURANCE AGENC 203A BEAVER DRIVE DU BOIS, PA 16801
(Agent's Name and Address)

GREAT AMERICAN INSURANCE
(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

Buyer desires Credit Insurance: Premium \$ _____
(Enter above and in 4(b) - INSURANCE CHARGES)

CHECK ONE

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b) - Insurance Charges.

Buyer does not want Credit Insurance.

BUYER *Michael Styers* Date 02/09/00
(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

| | | |
|--|----|------------|
| 1. CASH PRICE | \$ | 90,000.00 |
| 2. (a) Cash Down Payment | \$ | 0.00 |
| Trade-In: | | |
| Gross Allowance | \$ | 0.00 |
| Less Amount Owing | \$ | 0.00 |
| (b) Trade-In (Net Allowance) | \$ | 0.00 |
| Description of Trade-In: | | |
| TOTAL DOWN PAYMENT (a + b) | \$ | 0.00 |
| 3. UNPAID CASH | | |
| PRICE BALANCE (1 Minus 2) | \$ | 90,000.00 |
| 4. INSURANCE COSTS | | |
| (a) Physical Damage Insurance coverage, as checked below, for _____ months from the date hereof | \$ | 0.00 |
| <input type="checkbox"/> \$ _____ Deductible Fire, Theft, Combined Additional Coverage, and Deductible Collision; or | | |
| <input type="checkbox"/> \$ _____ Deductible Comprehensive and Deductible Collision. | | |
| (b) Credit Life Insurance for the term of the credit only | \$ | 0.00 |
| TOTAL INSURANCE COSTS (a + b) | \$ | 0.00 |
| 5. OTHER COSTS (Itemize) | | |
| (a) Registration or License | \$ | 0.00 |
| (b) Title Fee | \$ | 0.00 |
| (c) _____ | \$ | 0.00 |
| TOTAL OTHER COSTS (a + b + c) | \$ | 0.00 |
| 6. PRINCIPAL AMOUNT FINANCED (3 + 4 + 5) | \$ | 90,000.00 |
| 7. FINANCE CHARGE | \$ | 29,225.78 |
| 8. TIME BALANCE (6 + 7) | \$ | 119,225.78 |

Page 1 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXYBOYLA17052

EXHIBIT

9

ORIGINAL FOR ASSOCIATES

Buyer's Initials

MS

SCHEDULE: Buyer promises to pay Seller the TIME BALANCE (Item 8 above) in 60 installments as follows: (Total No. of Installments)

per month (a) \$ _____ or _____ and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ _____

more than successive payments: (b) Each installment in the groups below is payable on a consecutive monthly basis
1 installment of 1,639.42 due 02/09/2000 followed by
58 installments of 1,639.42 each commencing 03/09/2000 followed by
1 installment of 22,500.00 due 01/09/2005

COLLATERAL USE. Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. COLLATERAL PRESERVATION. Buyer agrees, at its own cost and expense: to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

C. INSURANCE. Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Seller or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. FINANCING STATEMENT. If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

E. PERFORMANCE. If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. DEFAULT. Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the otherwise acquired by Seller or any affiliate of Seller; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a Collateral is lost or destroyed; (g) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (h) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (i) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. REMEDIES. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof, Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at its address shown herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after th

Page 2 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. and MURRAY S FORD, INC. serial number 1FUPCKY80YLA17052

Buyer's Initials
MS

ORIGINAL FOR ASSOCIATES

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

H. REINSTATEMENT. At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if buyer pays all past due installments, accrued default charges and, if replevined by legal process authorized cost of suit, including reasonable attorney fees, but if default at time of repossession exceeds 15 days, Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

I. PREPAYMENT. Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

J. GENERAL. Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

K. ACCELERATION INTEREST. Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/4% per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. LATE INSTALLMENTS. For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4% of the amount of such installment.

M. SECURITY INTEREST. To secure payment of the TIME BALANCE (Item B), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. CROSS SECURITY. Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. DISCLAIMER. There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

P. ADDITIONAL COVENANTS AND ORAL AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

Q. CHATTEL PAPER. This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

NOTICE TO BUYER :
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 02/09/00

Seller MURRAY'S FORD, INC.
(Name of individual, corporation or partnership)
By Ronald R. Lucas Title _____
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

Buyer(s) MICHAEL STYERS TRUCKING, INC.
(Name of individual, corporation or partnership. Give trade style, if any, after name.)
By [Signature] Title TRUCKING PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)
By _____ Title _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

RD #1, BOX 12
(Street Address)

ROUTE 879 & STONEHOUSE ROAD
(Street Address)

DU BOIS PA 15801
(City, State and Zip Code)

LECONTES MILLS 1 CLEARFIELD PA 16850
(City, COUNTY, State, and Zip Code)

Buyer's Initials MS

Page 3 of 3 of Security Agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. (Buyer) and MURRAY'S FORD, INC. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1FUPCXY80YLA17052

SELLERS AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 02/09/00 between MICHAEL STYERS TRUCKING, INC. ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: 1FUPCXYBOYLA170BZ (the "Security Agreement"), (b) any notes, guarantees and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on 02/09/00 (Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None") Assignor (Name of individual, corporation or partnership.)

Dated By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

SUBJECT TO WOR DEALER AGREEMENT 06-01-95

MURRAYS FORD, INC.

(Identify specific agreement or, if none, show "None") Assignor (Name of individual, corporation or partnership.)

Dated 02/09/00 By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None") Assignor (Name of individual, corporation or partnership.)

Dated By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the indebtedness or the demand the entire indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the indebtedness of the Company or any indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the indebtedness and apply such payments to any part of the indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the indebtedness, any Security, or any indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jill A. Juntermacher
Witness _____

Guarantor BRADLEY B. BLACKWOOD (L.S.)

By [Signature]

Title Individually

(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 610 HIGH STREET
CURWENSVILLE, PA 16833-1453

EXHIBIT

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NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is 327 A EAST MARKET STREET, CLEARFIELD, PA 16830 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on FEBRUARY 23, 1998.

Witness Jella Jandermaeker
Witness _____

Guarantor MICHAEL C. STYERS (L.S.)

By X Michael Styers

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET CLEARFIELD, PA 16830-2748

EXHIBIT

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NOTE: Insert exact company names where appropriate. Individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.



CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solidio, hereby unconditionally guarantee to Associates Leasing, Inc., its successors, endorsees and assigns, (collectively called "Associates") that MBV TRUCKING, INC. (the "Company"), whose address is ROUTE 879, PO BOX 190, FRENCHVILLE, PA 16836 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Associates, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by Associates (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by Associates of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Associates by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Associates to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Associates may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that: this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death of any Guarantor; the records of Associates shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Associates, with or without joinder of the Company or any of the other Guarantors as parties thereto; such Guarantor will not avail itself of any defense whatsoever which the Company may have against Associates, other than full payment of the Indebtedness; and such Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT ASSOCIATES HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ASSOCIATES AGAINST THE COMPANY OR ANY SECURITY WHICH ASSOCIATES NOW HAS OR HEREAFTER ACQUIRES; WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Associates a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Associates to the Company after its receipt of such notice, but such notice shall not affect the obligations of the guarantors hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Associates to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or assigned to Associates by the Company, (iii) all exemptions and homestead laws; (iv) any other demands and notices required by law; and (v) any right to trial by jury. Associates may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder; (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Associate by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and Associates shall not be estopped from exercising any rights hereunder, notwithstanding (i) Associates waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Associates to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Associates failure to take new, additional or substitute security or collateral for the Indebtedness.

Each Guarantor agrees that Associates may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any court in the State in which Associates' office administering the Indebtedness is located; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Associates. All rights and remedies of Associates are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on MAY 12, 1999.

Witness Todd D Beck

Guarantor SHEILA STYERS (L.S.)

Witness _____

By Sheila Styers

Title Individually
(If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" after title. If individual guarantor, show "Individually" after Title.)

Address 1109 DAISY STREET CLEARFIELD, PA 16830

NOTE: Insert exact company names where appropriate, individual guarantors must sign guaranty without titles. Sign simply "John Smith, Individually," not "John Smith, President." DO NOT USE THIS FORM if the guarantor resides or has a principal place of business in Kentucky.

EXHIBIT

12

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

6/02/06

Date



Benjamin R. Bibler, Esquire

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Amended Complaint was served on the following on this 2nd day of June 2006, by first class, U.S. Mail, postage pre-paid:

Timothy Durant, Esquire
201 North 2nd Street
Clearfield, PA 16830

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:



Benjamin R. Bibler

FILED

AUG 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE

Plaintiff

No. 05-1365-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE
AS TO BRADLEY B. BLACKWOOD, ONLY

MICHAEL STYERS TRUCKING, INC.,
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA. I.D.#93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

VWR#04388947

FILED *icc*
m/a.15cm
FEB 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

GE COMMERCIAL FINANCE

Plaintiff

vs.

Civil Action No. 05-1365-CD

MICHAEL STYERS TRUCKING, INC.,
AND MICHAEL STYERS, BRADLEY B.
BLACKWOOD, AND SHEILA STYERS
AS PERSONAL GUARANTORS

Defendants

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE
AS TO BRADLEY B. BLACKWOOD, ONLY

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#04388947

SWORN TO AND SUBSCRIBED

before me this 7 day

of February 2008


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010

Member, Pennsylvania Association of Notaries

FILED

FEB 11 2008

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

Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2005-01365-CD

GE Commercial Finance

Vs.

Michael Styers Trucking, Inc.
Michael Styers
Bradley B. Blackwood
Sheila Styers

FILED
FEB 01 2012
William A. Shaw
Prothonotary/Clerk of Courts

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **April 2, 2012**.

Please note: This termination notice relates only to the action between GE Commercial Finance and Sheila Styers, as the case between GE Commercial Finance vs. Michael Styers Trucking, Inc., Michael Styers, and Bradley B. Blackwood has been previously disposed.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

F. Cortez Bell III
F. Cortez Bell, III, Esq.
Court Administrator

Bibler
S-Styers

FILED

FEB 01 2012

William A. Shaw
Prothonotary/Clerk of Courts

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

GE Commercial Finance

Vs.

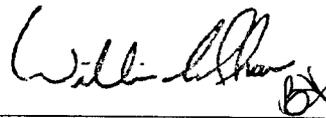
2005-01365-CD

Michael Styers Trucking, Inc.
Michael Styers
Bradley B. Blackwood
Sheila Styers

FILED
JUL 27 2012
William A Shaw
Prothonotary/Clerk of Courts
CK

Termination of Inactive Case

This case between GE Commercial Finance and Sheila Styers ONLY is hereby terminated with prejudice this July 27, 2012, as per Rule 230.2. The case between GE Commercial Finance vs. Michael Styers Trucking, Inc., Michael Styers, and Bradley B. Blackwood has been previously disposed.



William A. Shaw
Prothonotary

FILED

JUL 27 2012

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