

2006-537-CD
Lezzer Holdings vs Richard Helesl

06-537-CD
Lezzer Holdings Inc vs Richard

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC.,
Plaintiff

No. 06-537 -CD
IN REPLEVIN

vs.

RICHARD A. HELSEL, Defendant

Type of Case: Civil Action

Type of Pleading: Complaint

Filed on behalf of: Plaintiff

Counsel of Record for this
Party:
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED
04/06/2006
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wm Atty pd. 85.00

2 CC
Atty Gates
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

NOTICE

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

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

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

Clearfield County Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

C O M P L A I N T

NOW COMES, the Plaintiff, LEZZER HOLDINGS, INC., by its attorneys, Gates & Seaman, and brings this action in Replevin against the named Defendant as follows:

1. Plaintiff, LEZZER HOLDINGS, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at 332 Schofield Street, Curwensville, Clearfield County, Pennsylvania, 16833.
2. Defendant, RICHARD A. HELSEL, is an adult individual, who resides at 399 Clearfield Street, Clearfield, PA 16830.
3. Plaintiff is involved in the business of selling and furnishing materials and building supplies to entities involved in both commercial and residential construction.
4. Defendant, RICHARD A. HELSEL, is the owner operator of a sole proprietorship involved in general construction who operates under the trade names of HELSEL CONTRACTING and/or HELSEL ENTERPRISES, and who maintains a business address at 216 Power Avenue, Clearfield, PA 16830, with a separate mailing address of P. O. Box 222, Clearfield, PA 16830.

5. Since Defendant is in the business of both commercial and residential construction, he is a regular purchaser of the material and supplies sold by Plaintiff.

6. On or about April 30, 1999, Defendant, Richard A. Helsel, trading as Helsel Contracting, and his wife, Beth H. Helsel, entered into a Credit Account Agreement with Plaintiff under which Plaintiff would furnish materials and building supplies to Defendant in exchange for Defendant making periodic payment of all of Plaintiff's invoices upon receipt thereof. Attached hereto and made a part hereof as Exhibit "A" is the Credit Account Agreement entered into by Richard A. Helsel, trading as Helsel Contracting, and Beth H. Helsel which had an initial credit limit of \$15,000.00.

7. Since entering into this initial Credit Account Agreement, Plaintiff, at Defendant's request, has raised Defendant's credit limit up to the present credit limit of \$100,000.00.

8. Since on or about June 1, 2005, Defendant has purchased numerous supplies, building materials and tools on which he has not made timely payments in accordance with the parties' Credit Account Agreement, and as of March 1, 2006, Defendant owed Plaintiff the sum of \$95,620.34, with \$53,149.77 of said amount being more than 120 days past due. A copy of Defendants' monthly statement, dated March 1, 2006, is attached hereto and made a part hereof as Exhibit "B".

9. Defendant has made no payment to Plaintiff, on said Credit Account, since the payment made on November 30, 2005 in the amount of \$20,147.29.

10. As security for said Defendant to be able to continue utilizing the aforementioned Credit Account, Defendant, Richard A. Helsel, and his wife, Beth H.

Helsel, executed a Security Agreement with Plaintiff, dated May 3, 2005, which in consideration of the extension of credit described therein, Defendant, Richard A. Helsel, and his wife, Beth H. Helsel, granted Plaintiff a security interest in all of said individuals inventory, contract rights, proceeds, equipment, machinery, vehicles, furniture, fixtures, manufacturing equipment, bank accounts, etc. Attached hereto and made a part hereof as Exhibit "C" is a photocopy of the Security Agreement between Lezzer Holdings, Inc. (Secured Party) and Richard A. Helsel and Beth H. Helsel (Debtors) which was executed by both Debtors.

11. In order to perfect the security interest granted to it by Defendant, Richard A. Helsel, and his spouse, Beth H. Helsel, as evidenced by the aforementioned May 3, 2005 Security Agreement, Plaintiff filed a UCC-1 Financing Statement with the Pennsylvania Department of State on May 5, 2005. Attached hereto and made a part hereof Exhibit "D" is a copy of the Commonwealth of Pennsylvania, Department of State, Uniform Commercial Code Filing Acknowledgment which has attached thereto Plaintiff's UCC-1 Financing Statement which has attached thereto a copy of the Security Agreement, dated May 3, 2005, executed by Defendant, Richard A. Helsel, and Beth H. Helsel.

12. Contemporaneously with the execution of the Security Agreement of May 3, 2005 and the filing of the UCC-1 with the Pennsylvania Department of State, Defendant, Richard A. Helsel, by an Agreement dated May 2, 2005, also pledged as collateral for the ongoing extension of credit by Lezzer Holdings, Inc. to Helsel Contracting and Richard A. Helsel, three (3) Harley Davidson Motorcycles, which security interest is also reflected by three (3) Certificates of Title for a 1972, 2001 and

2003 Harley Davidson Motorcycles whereupon Plaintiff is designated as the First Lien Holder. Attached hereto and made a part hereof, collectively, as Exhibit "E", is a copy of the Security Agreement executed by Richard A. Helsel on May 2, 2005 and the Certificates of Title for the 1972, 2001 and 2003 Harley Davidson Motorcycles pledged as collateral by the Defendant to Plaintiff.

13. Defendant, Richard A. Helsel, is in default under the terms of his Credit Account Agreement with Plaintiff, and is also in default under the Security Agreement, dated May 3, 2005, since he has not made monthly payments on the principal and interest of his credit purchases with Plaintiff despite the Plaintiff requesting that he do so.

14. Pursuant to the Security Agreement of May 3, 2005, since Defendant, Richard A. Helsel, is in default under the required monthly payments of principal and interest, Plaintiff has the right to enter upon the Defendant's premises to take possession of the collateral covered under the Security Agreement, which would include the following:

- (i) 1972 Harley Davidson Motorcycle (VIN # 2A30604H2);
- (ii) 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
- (iii) 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474).

15. The aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles are maintained at Defendant's business address of 216 Power Avenue, Clearfield, PA 16830.

16. Based on the mint condition and low mileage of the aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles, Plaintiff believes based on a letter

received from Spirit Harley Davidson, Inc. of Glenshaw, PA, that the three (3) Harley Davidson Motorcycles in question have the following range of values:

- (i) 1972 Harley Davidson Motorcycle - \$6,550.00 (high) to \$1,850.00 (low);
- (ii) 2001 Harley Davidson Motorcycle - \$14,100.00 (high) to \$12,600.00 (low);

and

- (iii) 2003 Harley Davidson Motorcycle - \$14,000.00 (high) to \$12,500.00 (low).

Attached hereto and made a part hereof as Exhibit "F" is a photocopy of appraisal letter received by Plaintiff from Spirit Harley Davidson, Inc. of Glenshaw, PA.

17. Likewise, since Defendant, Richard A. Helsel, is in default under the terms of the May 3, 2005 Security Agreement and the Agreement of May 2, 2005, wherein he pledged as collateral the three (3) Harley Davidson Motorcycles in question, under the Pennsylvania Uniform Commercial Code, Plaintiff as the secured party has the right to take possession of said collateral.

18. Representatives of Plaintiff have requested of Defendant, Richard A. Helsel, that he deliver possession of the aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles to the Plaintiff, but as of this time, said request has been refused.

19. Defendant, Richard A. Helsel, has failed and refused, despite repeated demands by representatives of Plaintiff, to pay a significant amount towards the overdue credit balance identified in Paragraph 8 hereof or to deliver possession of the aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles to Plaintiff.

20. By reason of the facts alleged above, Plaintiff claims it is entitled to immediate possession of the following:

- (i) 1972 Harley Davidson Motorcycle (VIN # 2A30604H2);
- (ii) 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
- (iii) 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474).

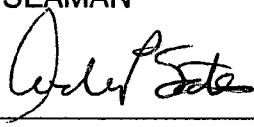
WHEREFORE, Plaintiff, LEZZER HOLDINGS, INC., demands Judgment be entered against Defendant, RICHARD A. HELSEL, as follows:

a. Judgment of possession for:

- (i) 1972 Harley Davidson Motorcycle (VIN # 2A30604H2);
- (ii) 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
- (iii) 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474); or

b. Such other and further relief as this Honorable Court deems just and equitable.

GATES & SEAMAN

By: 

Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Date: April 6, 2006

SECTION 1: INDIVIDUALS AND SOLE PROPRIETORSHIPS

Business Information

Business Name	Street Address	City	State	Zip
R Nelsel Enterprises	P.O. Box 222	Cleatfield	PA	16830
Phone No.		Phone No.		Yrs in Business
		(814) 265-7230		

Applicant Information

Name	Street Address	City	State	Zip
Richard A Nelsel	399 Cleatfield St	Cleatfield	PA	16830
Phone No.	Soc. Sec. No.	Date of Birth		
(814) 265-5055	189 - 36 - 1354			
Employer	Employer's Address	Position Held	Years Employed	Annual Income
Self				

Spouse Information

Name	Soc. Sec. No.	Date of Birth		
	--			
Employer	Employer's Address	Position Held	Years Employed	Annual Income

Other Information

Housing Status (Check One)	Are there any unsatisfied judgements against you?	If yes, amount?
<input checked="" type="checkbox"/> Own/Buying <input type="checkbox"/> Rent <input type="checkbox"/> Board	Yes <input checked="" type="checkbox"/> No	
Type of Housing (Check One)	Have you ever declared bankruptcy?	If yes, when?
<input type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apt	Yes <input checked="" type="checkbox"/> No	

SECTION 2: PARTNERSHIPS

Business Information

Partnership Name	Street Address	City	State	Zip
Federal Employer Identification Number	Partnership Type	Phone No.	Yrs in Business	
	General Limited ()			
Have you ever declared bankruptcy?	Are there any unsatisfied judgements against you?	Name of Bonding Company	D & B Number	D & B Rating
Yes No	Yes No			

Partner Information (Complete for each partner)

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
()	--			
Spouse Name	Soc. Sec. No.	Date of Birth		
	--			
Housing Status (Check One)	Are there any unsatisfied judgements against you?	If yes, amount?		
<input type="checkbox"/> Own/Buying <input type="checkbox"/> Rent <input type="checkbox"/> Board	Yes No			

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		
		() -		
Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		
		() -		
Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		
		() -		

SECTION 4: REFERENCES

(All applicants must fully complete this section)

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
Clearfield Bank + Trust	P.O. Box 171	Clearfield	PA	16830
Contact Person	Phone No.	Account Number		
	() -	12 44819 2		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Clearfield Bank + Trust	P.O. Box 171	Clearfield	PA	16830
Contact Person	Phone No.	Total Amount of Loans	Line of Credit?	If Yes, Limit?
Mike Sutika	(814) 963 - 7661		✓	

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Contact Person	Phone No.	Credit Limit		
	() -			
Name of Business	Street Address	City	State	Zip
Contact Person	Phone No.	Credit Limit		
	() -			
Name of Business	Street Address	City	State	Zip
Contact Person	Phone No.	Credit Limit		
	() -			

SECTION 5: REQUEST FOR CREDIT

(All applicants must fully complete this section)

N/A

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt? (If yes, attach a completed tax-exemption certificate)
Do you plan to obtain bank financing?	If yes, Name of Bank	Yes _____ No _____ Name of Loan Officer
Are purchase orders required to charge?	If no, please list names of persons authorized to charge on this account	
Yes _____ No _____		

SECTION 6: ACKNOWLEDGMENT OF CREDIT ACCOUNT AGREEMENT

(All applicants must fully complete this section)

THE undersigned parties who are engaged in business under the trade name of Helsel Contracting hereby contract with Lezzer Cash & Carry to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit therefore, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in an amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of eighteen (18%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay of execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and sale on execution and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND MADE A PART HEREOF. YOU ACKNOWLEDGE THAT YOU HAVE KEPT A COPY OF THE CREDIT ACCOUNT AGREEMENT FORM #LCC-393 AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF THIS APPLICATION.

WITNESS the signature of the parties hereto, the _____ day of _____ 19____

INDIVIDUAL & SPOUSE SIGNATURES

(SEAL)

(SEAL)

(SEAL)

PARTNER & SPOUSE SIGNATURES & TITLES

BY:

Title _____ (SEAL)

BY:

CORPORATE OFFICER SIGNATURES & TITLES

BY:

Title _____ (SEAL)

BY:

Title _____ (SEAL)

BY:

Title _____ (SEAL)

BY:

Title _____ (SEAL)

BY:

SECTION 7-AUTHORIZATION TO OBTAIN CREDIT INFORMATION

(Applicants must fully complete this section)

Authorization is given to Lezzer Cash & Carry to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Lezzer Cash & Carry with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as an original.



Signature

Date



Signature

Date

Date

Date

Date

Do not write below this line

For Office Use Only

Approved By	Date Approved	Account Number	Type	Credit Limit
	8/30/99	17657730	C	15,000
			Code	Date
			8	8/30/99
			Code	Date

LEZZER CASH & CARRY
OF CURWENSVILLE, INC.

STATEMENT

CUSTOMER	STATEMENT DATE	PAGE
17657730	03/01/06	1
1083800		W

HELSEL CONTRACTING

17657730

BILLING INQUIRIES 814-236-0220



PLEASE WRITE YOUR CUSTOMER NUMBER ON YOUR CHECK.

TRANSACTION NUMBER	STORE	TRANSACTION DATE	TRANS. TYPE	AMOUNT	DUE DATE	INVOICE AGING				PLEASE CHECK ITEMS BEING PAID
						C/P	30	60	90	
671415	1	02/02/06	INVC	151.82	03/12/06	*				
678843	1	02/15/06	INVC	198.14	03/12/06	*				
22806	1	02/28/06	FC	1319.04		*				

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18% WILL BE ASSESSED ON ALL PAST DUE ACCOUNTS WITH A MINIMUM FINANCE CHARGE OF \$1.00. TERMS ARE NET 30 DAYS.

PREVIOUS BALANCE	CURRENT CHG/CRD	CURRENT PMTS.			FINANCE CHARGE	NEW BAL/AMT. DUE
93951.34	349.96	0.00			1319.04	95620.34
CURRENT	31-80 DAYS	81-90 DAYS	91-120 DAYS	121 DAYS & OVER	ACCUM. LATE CHG.	
1669.00	19684.40	7213.85	13903.32	53149.77		

LEZZER CASH & CARRY
P.O. BOX 217
CURWENSVILLE, PA 16833

Forward Service Requested

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
CURWENSVILLE, PA
PERMIT NO. 42

STATEMENT ENCLOSED

HELSEL CONTRACTING
216 POWER AVE.

CLEARFIELD, PA 16830

#17657730

SECURITY AGREEMENT

This Security Agreement, made and entered in this 3rd day of May, 2005, by and between **Lezzer Holdings Inc.**, P.O. Box 217, Curwensville, PA 16833 (hereinafter "Secured Party") and **Richard A. Helsel and Beth H. Helsel**, with chief executive offices located at 216 Power Avenue, Clearfield, PA 16830, and if registered, incorporated in the state of N/A (hereinafter "Debtor").

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a security interest in and assigns to the Secured Party the Collateral described in paragraph II below to secure payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party.

II COLLATERAL

To secure payment and performance of all obligations Debtor hereby grants to Secured Party a continuing security interest in all inventory, contract rights including proceeds, equipment, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery, shop equipment, office and record keeping equipment, parts and tools, bank checking and savings accounts, certificates of deposit, stock shares, standing timber, and goods including all embedded and non-embedded software manufactured by or distributed by Secured Party, whenever sold, consigned or delivered, directly or indirectly, to or for the benefit of Debtor by Secured Party, wherever located, now owned and hereafter acquired including but not limited to all accessories, supplies and parts including repossessions and returns; and all proceeds from the sale thereof; and all existing or subsequently arising, accounts and accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by the Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not ready earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable. All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, allocations for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor.

The term "Obligations" as used in this Agreement shall mean and include all indebtedness, liabilities and obligations, liabilities and obligations of any nature, however arising whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

III DEBTOR'S OBLIGATIONS

- A. The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use.
- B. The Collateral will be insured until this security agreement is terminated against all expected risks to which it is exposed.
- C. The Collateral will be kept at the Debtor's place of business, aforementioned, where Secured Party may inspect it at any time upon reasonable notice.
- D. Debtor warrants and covenants: That the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
 - (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
 - (2) Change(s) in location of chief executive offices (if an unregistered entity),
 - (3) Change(s) in state of incorporation (if a registered entity),
 - (4) Change(s) in state of residence (if an individual),
 - (5) Change(s) in name of Debtor's business.
- E. The Collateral will not be sold, transferred, disposed, or made subject to any paid charge, including taxes of any subsequent interest of a third party created or suffered by Debtor, voluntary or involuntary, unless Secured Party consents in writing to such charge, transfer or disposition.
- F. Debtor will reimburse Secured Party for any action to remedy a default under this agreement.
- G. Debtor will notify Secured Party in writing 30 days prior to: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- H. Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's interest and obtaining an acknowledgement from the third party that its is holding the Collateral for the benefit of Secured Party.

IV DEFAULT

The following shall constitute a default by Debtor:

non-payment: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

misrepresentation: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any Debtor's obligations or agreements under paragraphs III and VII shall constitute default under this Security Agreement

V SECURED PARTY'S RIGHTS AND REMEDIES

A. Secured Party may assign this security agreement, and...

- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under paragraphs III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this paragraph V, and...
- (2) Debtor will assert no claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement, and...

B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may

- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
- (2) Require Debtor to assemble the Collateral and make it available at a place Secured Party designates in writing which is mutually convenient, to allow Secured Party to take possession or dispose of the Collateral and
- (3) Enter upon Debtor's premises to take possession of, assemble and collect the Collateral or to render it unusable, and
- (4) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed.

VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS

A. Debtor Agrees and Affirms

- (1) That information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct and,
- (2) That no financing statement covering the Collateral or its proceeds is on file in any public office and that, except for the security interest granted in this security agreement, there is no adverse lien, security interest or encumbrance in or on the Collateral, and
- (3) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder. Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion therefrom.
- (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.

B. Mutual Agreements

- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
- (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
- (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
- (4) This agreement doesn't waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
- (5) Debtor authorizes Secured Party to file a financing statement describing the collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC-1 and UCC-3 forms for the purpose of protecting Secured Party's interest.

C. Form of Debtor's Business

- (1) Debtor's business is (circle one):

a. Registered Organization

b. Unregistered Organization

c. Individual

(a) If a. Registered Organization: State where Incorporation/Formed _____.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" _____.

(c) If c. Individual: State or States of Residence (include all states) PENNSYLVANIA.

- Registered Organizations include: Includes corporations, limited liability corporations and limited partnerships.
- Unregistered Organizations include: Partnerships.
- Individuals Include: Sole Proprietorships

D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Exact legal name is set forth in the first paragraph of this Security Agreement.

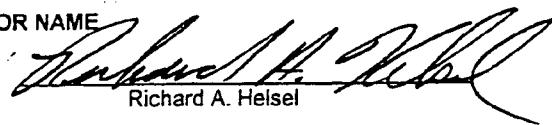
VIII PARTIAL INVALIDITY

In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

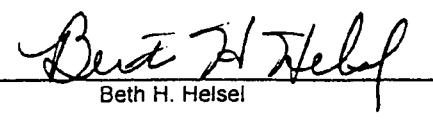
DEBTOR NAME

BY:



Richard A. Helsel

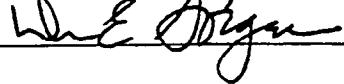
BY:



Beth H. Helsel

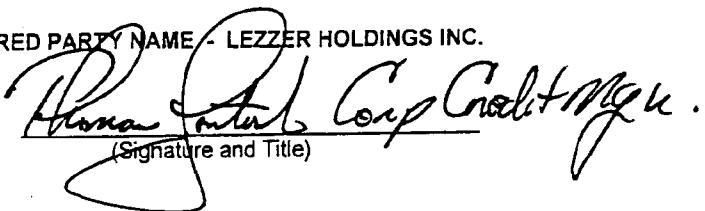
ACCEPTED This 03 day of MAY, 2005

Sworn and subscribed before me this
03 day of may 2005



SECURED PARTY NAME - LEZZER HOLDINGS INC.

BY:



(Signature and Title)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Dennis E. Berger, Notary Public
Curwenville Boro, Clearfield County
My Commission Expires Apr. 10, 2009

Member, Pennsylvania Association of Notaries



Commonwealth of Pennsylvania
Department of State
UNIFORM COMMERCIAL CODE FILING ACKNOWLEDGMENT

Belin & Kubista
 P.O. Box 1
 Clearfield, PA 16830

File Number: 2005050804103 Filing Date: 05/05/2005 8:00 AM Filing Type: UCC
 Lapse Date: 05/05/2010

Pages: 4

Indexed Debtor(s):

Personal: Helsel, Richard, A, 216 Power Ave, Clearfield, PA, 16830
 Personal: Helsel, Beth, H, 216 Power Ave., Clearfield, PA, 16830

Secured Party(s) / Assignee(s):

Commercial: Lazzar Holdings, Inc., P.O. Box 217, Curwensville, PA, 16833

Other Information:

Please review the above information that was indexed in our database. We have indexed the above information exactly as it was presented on your enclosed filing. If there is an error please contact our office at the number listed below. If you wish to make a change from your original document an amendment (UCC-3) with the appropriate fee is required.

UCC Filing Fees:

UCC-1 and UCC-3	\$84.00
UCC-11	\$12.00
Copies	\$3.00

Please refer to the Secretary of State's web page at
www.dos.state.pa.us/corps for additional filing information.

206 North Office Building
 Harrisburg, PA 17120
 (717) 787-1057
www.dos.state.pa.us/corps

#17657730

File Number: 2005050604103
 Date Filed: 05/05/2005 08:00 AM
 Pedro A. Cortés
 Secretary of the Commonwealth

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Belin & Kubista
 P.O. Box 1
 Clearfield, PA 16830

State of Pennsylvania
 UCC1 Initial Filing 4 Page(s)



TOS12511162

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME
Helsel1c. MAILING ADDRESS
216 Power Ave.FIRST NAME
RichardMIDDLE NAME
A

SUFFIX

CITY
ClearfieldSTATE
PAPOSTAL CODE
16830COUNTRY
USA

1d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
Individual

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

 NONE

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

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME
Helsel2c. MAILING ADDRESS
216 Power Ave.FIRST NAME
BethMIDDLE NAME
H

SUFFIX

CITY
CLEARFIELDSTATE
paPOSTAL CODE
16830COUNTRY
USA

2d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR2e. TYPE OF ORGANIZATION
Individual

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNEE OF/TO) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Lezzer Holdings Inc.

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
P.O. Box 217

FIRST NAME

MIDDLE NAME

SUFFIX

CITY
CurwensvilleSTATE
PAPOSTAL CODE
16833COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

See sheets attached hereto as "Security Agreement"

6. ALTERNATIVE DESIGNATION (if applicable):	LESSEEE/LESSOR	CONSIGNEE/CONSIGNOR	BALEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6.1. <input type="checkbox"/> THE FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/> Add'l Address(es):		6.2. <input type="checkbox"/> Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if available). <input type="checkbox"/> ADDITIONAL FEE		6.3. <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
6.4. OPTIONAL FILER REFERENCE DATA Account# 17657730						

#17657730

SECURITY AGREEMENT

This Security Agreement, made and entered in this 3rd day of May, 2005, by and between **Lezzer Holdings Inc.**, P.O. Box 217, Curwensville, PA 16833 (hereinafter "Secured Party") and **Richard A. Helsel and Beth H. Helsel**, with chief executive offices located at 216 Power Avenue, Clearfield, PA 16830, and if registered, incorporated in the state of N/A (hereinafter "Debtor").

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a security interest in and assigns to the Secured Party the Collateral described in paragraph II below to secure payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party.

II COLLATERAL

To secure payment and performance of all obligations Debtor hereby grants to Secured Party a continuing security interest in all inventory, contract rights including proceeds, equipment, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery, shop equipment, office and record keeping equipment, parts and tools, bank checking and savings accounts, certificates of deposit, stock shares, standing timber, and goods including all embedded and non-embedded software manufactured by or distributed by Secured Party, whenever sold, consigned or delivered, directly or indirectly, to or for the benefit of Debtor by Secured Party, wherever located, now owned and hereafter acquired including but not limited to all accessories, supplies and parts including repossessions and returns; and all proceeds from the sale thereof; and all existing or subsequently arising, accounts and accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by the Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not ready earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable. All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, allocations for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor.

The term "Obligations" as used in this Agreement shall mean and include all indebtedness, liabilities and obligations, liabilities and obligations of any nature, however arising whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

III DEBTOR'S OBLIGATIONS

- A. The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use.
- B. The Collateral will be insured until this security agreement is terminated against all expected risks to which it is exposed.
- C. The Collateral will be kept at the Debtor's place of business, aforementioned, where Secured Party may inspect it at any time upon reasonable notice.
- D. Debtor warrants and covenants: That the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
 - (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
 - (2) Change(s) in location of chief executive offices (if an unregistered entity),
 - (3) Change(s) in state of incorporation (if a registered entity),
 - (4) Change(s) in state of residence (if an individual),
 - (5) Change(s) in name of Debtor's business.
- E. The Collateral will not be sold, transferred, disposed, or made subject to any paid charge, including taxes of any subsequent interest of a third party created or suffered by Debtor, voluntary or involuntary, unless Secured Party consents in writing to such charge, transfer or disposition.
- F. Debtor will reimburse Secured Party for any action to remedy a default under this agreement.
- G. Debtor will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- H. Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's interest and obtaining an acknowledgement from the third party that its is holding the Collateral for the benefit of Secured Party.

IV DEFAULT

The following shall constitute a default by Debtor:

non-payment. Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

misrepresentation: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under paragraphs III and VII shall constitute default under this Security Agreement

V SECURED PARTY'S RIGHTS AND REMEDIES

A. Secured Party may assign this security agreement, and...

- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under paragraphs III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this paragraph V, and...
- (2) Debtor will assert no claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement, and...

B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may

- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
- (2) Require Debtor to assemble the Collateral and make it available at a place Secured Party designates in writing which is mutually convenient, to allow Secured Party to take possession or dispose of the Collateral and
- (3) Enter upon Debtor's premises to take possession of, assemble and collect the Collateral or to render it unusable, and
- (4) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed.

VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS

A. Debtor Agrees and Affirms

- (1) That information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct and,
- (2) That no financing statement covering the Collateral or its proceeds is on file in any public office and that, except for the security interest granted in this security agreement, there is no adverse lien, security interest or encumbrance in or on the Collateral, and
- (3) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder. Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion therefrom.
- (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.

B. Mutual Agreements

- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
- (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
- (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
- (4) This agreement doesn't waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
- (5) Debtor authorizes Secured Party to file a financing statement describing the collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC-1 and UCC-3 forms for the purpose of protecting Secured Party's interest.

C. Form of Debtor's Business

- (1) Debtor's business is (circle one):

a. Registered Organization

b. Unregistered Organization

c. Individual

(a) If a. Registered Organization: State where Incorporation/Formed _____.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" _____.

(c) If c. Individual: State or States of Residence (include all states) PENNSYLVANIA.

- Registered Organizations include: Includes corporations, limited liability corporations and limited partnerships.
- Unregistered Organizations include: Partnerships.
- Individuals Include: Sole Proprietorships

D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Exact legal name is set forth in the first paragraph of this Security Agreement.

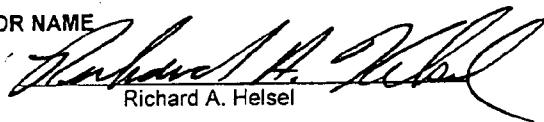
VIII PARTIAL INVALIDITY

In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

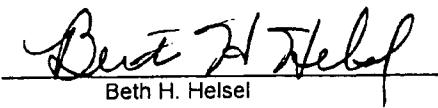
DEBTOR NAME

BY:



Richard A. Helsel

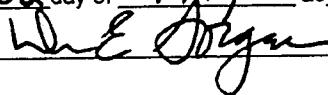
BY:



Beth H. Helsel

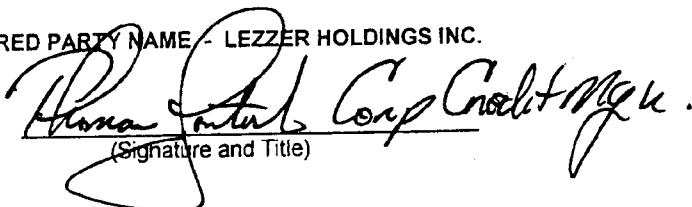
ACCEPTED This 03 day of MAY, 2005

Sworn and subscribed before me this
03 day of May 2005



SECURED PARTY NAME - LEZZER HOLDINGS INC.

BY:



(Signature and Title)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Dennis E. Berger, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires Apr. 10, 2009

Member, Pennsylvania Association of Notaries

#17657730

AGREEMENT

This agreement is between Lezzer Holdings Inc. of 332 Schofield Street, Curwensville, PA and Helsel Contracting and Richard A. Helsel of 216 Power Avenue, Clearfield, PA to establish collateral as security for charge account and procedure to release security.

1. Lezzer Holdings Inc. will be granted a first lien position on three Harley Davidson Motorcycles .
2. Richard A. Helsel and Beth H. Helsel will sign a personal guarantee for Lezzer Holdings Inc.
3. Richard A. Helsel and Beth H. Helsel will sign a Security Agreement for Lezzer Holdings Inc.

The procedure to release the security will be when the Helsel Contracting charge Becomes current for three consecutive months. At that time Lezzer Holdings Inc. will release the liens on all three Harley Davidson Motorcycles and discontinue the personal guarantee and security agreement within five days.

Damala R. Bees
witness

Richard A. Helsel
Richard A. Helsel

Damala R. Bees
witness

5/2/05
Date
Richard A. Helsel
Lezzer Holdings Inc.
5/2/05
Date

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

7,425

051301937000260-001

1H01BY8493Y064474
 VEHICLE IDENTIFICATION NUMBER

2003 | HARLEY DAVID | 59030061601 HE
 YEAR | MAKE OF VEHICLE | TITLE NUMBER

MC	0	DUP	SEAT CAP	PRIOR TITLE STATE	5/10/05	ODOM. PROCD. DATE	000003	0	ODOM. MILES	0	ODOM. STATUS
6/16/03	DATE PA TITLED	5/10/05	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GCWR	TITLE BRANDS				

REGISTERED OWNER(S)

RICHARD A HELSEL
 399 CLEARFIELD ST
 CLEARFIELD PA 16830

Commonwealth of Pennsylvania
 Department of Transportation

FIRST LIEN FAVOR OF:

LEZZER HOLDINGS INC

SECOND LIEN FAVOR OF:

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

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

FIRST LIEN RELEASED _____
 DATE _____

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

BY _____ AUTHORIZED REPRESENTATIVE
 MAILING ADDRESS _____

SECOND LIEN RELEASED _____
 DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

600400
 LEZZER HOLDINGS INC
 SCHOLFIELD STF
 PO BOX 217
 CURWENSVILLE PA 16833



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

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
 TO BEFORE ME:

MM DAY YEAR

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

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

1ST LIEN DATE: → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL INSTITUTION NO.

2ND LIEN DATE: → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL INSTITUTION NO.

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BILLIE LC

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

7,424

051301937000292-001

1H01P8V131Y951162
VEHICLE IDENTIFICATION NUMBER2001
YEARHARLEY DAVID
MAKE OF VEHICLE55817941501 HE
TITLE NUMBER

MC	0	SEAT CAP	PRIOR TITLE STATE	5/10/05	000001	0
BODY TYPE	DUP		ODOM. PROCD. DATE	ODOM. MILES	ODOM. STATUS	
3/07/01	5/10/05		UNLADEN WEIGHT	GVWR	GCWR	
DATE PA TITLED	DATE OF ISSUE					TITLE BRANDS

REGISTERED OWNER(S)

RICHARD A HELSEL
399 CLEARFIELD ST
CLEARFIELD PA 16830

FIRST LIEN FAVOR OF:

LEZZER HOLDINGS INC

FIRST LIEN RELEASED _____

DATE

BY _____

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

600400
LEZZER HOLDINGS INC
SCHOFIELD ST
PO BOX 217
CURWENSVILLE PA 16833

SECOND LIEN FAVOR OF:

SECOND LIEN RELEASED _____

DATE

BY _____

AUTHORIZED REPRESENTATIVE

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

ODOMETER STATUS
 0 = ACTUAL MILEAGE
 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
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 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
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 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = IS/WAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = IS/WAS A TAXI



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

ALLEN D BIEHLER

Secretary of Transportation

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
TO BEFORE ME:

NO. DAY YEAR

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

SIGNATURE OF PERSON ADMINISTERING OATH

1ST LIEN DATE: IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
NOTE: PIN REQUIRED INSTITUTION NO.2ND LIEN DATE: IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
NOTE: PIN REQUIRED INSTITUTION NO.

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BULLOCK

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

1,423

051301937000315-001

2A30604H2

VEHICLE IDENTIFICATION NUMBER

1972

YEAR

HARLEY DAVID

MAKE OF VEHICLE

23459788804 HE

TITLE NUMBER

MC

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

ODOM. PROCD. DATE

5/10/05

EXEMPT

ODOM. MILES

4

ODOM. STATUS

6/01/72

DATE PA TITLED

5/10/05

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

ODOOMETER STATUS
 0 = ACTUAL MILEAGE
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 TAMPERING VERIFIED
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TITLE BRANDS
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 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = ISWAS A TAXI

ODOOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
 REGISTERED OWNER(S)

RICHARD A HELSEL
 399 CLEARFIELD ST
 CLEARFIELD PA 16830

FIRST LIEN FAVOR OF:

LEZZER HOLDINGS INC

SECOND LIEN FAVOR OF:

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

FIRST LIEN RELEASED _____ DATE

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

600400
 LEZZER HOLDINGS INC
 SCHOFIELD HOLDINGS INC
 CURWENSVILLE PA 16833

SECOND LIEN RELEASED _____ DATE

BY _____ AUTHORIZED REPRESENTATIVE



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

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
 TO BEFORE ME:

MO DAY YEAR

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE
 APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE
 COMPLETED

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

1ST LIEN DATE: → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
 NOTE: FIN REQUIRED INSTITUTION NO.

2ND LIEN DATE: → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
 NOTE: FIN REQUIRED INSTITUTION NO.

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

**SPIRIT HARLEY-DAVIDSON, INC.****463 GLENN AVENUE
GLENDALE, PA 15116****TEL: (412) 487-3377****FAX: (412) 486-2669****E-MAIL: service@spiritharley.com
www.spiritharley.com****SERVICE DEPT.****FAX****TO: JOHN LUNNIE****FROM: TOMCAT****PHONE: 724-282-3100****Page: 1 of 100 COVER****FAX: 724-282-8216****Date: 3-31-06****Re: High & Low Prices 3-Harleys Cc:** **Urgent For Review Please Comment Please Reply Please Re-cycle****Comments:****John,**

Here are the high and low prices on
the bikes if you need any more info give
me a call

THANK YOU

TomCat

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

1425
051301937000280-001

1M018V84934064474	2003	HARLEY DAVIDSON	54030061102 HE
VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER
MC	0	SEAT CAP	5/10/05
6/18/03	5/10/05	ORIGINAL TITLE STATE	0000003
DATE TITLED	DATE OF ISSUE	ODOM. PACED DATE	ODOM. MILES
		UNLADEN WEIGHT	DRW
		QTRW	TITLE BRANDS

CARRIER STATUS	
0 = ACTUAL VEHICLE	
1 = VEHICLE EXCEEDING THE MECHANICAL LIMIT	
2 = NOT THE ACTUAL VEHICLE	
3 = NOT THE ACTUAL VEHICLE-CARRIER TRANSPORTED REPAIRED	
4 = EXCEPT FROM CARRIER CLOSURE	
TITLE STATUS	
A = AUTHORIZED B = CLASSED VEHICLE	
C = COLLECTING VEHICLE	
D = DUTY OR COMMUTER	
E = INDIVIDUALLY OWNED VEHICLE	
F = LEISURE VEHICLE	
G = LEISURE VEHICLE	
H = LEISURE VEHICLE	
I = LEISURE VEHICLE	
J = LEISURE VEHICLE	
K = LEISURE VEHICLE	
L = LEISURE VEHICLE	
M = LEISURE VEHICLE	
N = LEISURE VEHICLE	
O = LEISURE VEHICLE	
P = LEISURE VEHICLE	
Q = LEISURE VEHICLE	
R = LEISURE VEHICLE	
S = LEISURE VEHICLE	
T = LEISURE VEHICLE	
U = VEHICLE OWNED OR HELD IN TRUST FOR ANOTHER	
V = VEHICLE OWNED OR HELD IN TRUST FOR ANOTHER	
W = VEHICLE OWNED OR HELD IN TRUST FOR ANOTHER	
X = VEHICLE OWNED OR HELD IN TRUST FOR ANOTHER	
Y = VEHICLE OWNED OR HELD IN TRUST FOR ANOTHER	
Z = VEHICLE OWNED OR HELD IN TRUST FOR ANOTHER	

REGISTERED OWNER(S)

RICHARD A HESSEL
399 CLEARFIELD ST
CLEARFIELD PA 16830

FIRST LIEN FAVOR OF:

LEZGER HOLDINGS INC

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

600400
LEZGER HOLDINGS INC
SCHOLFIED STF
PO BOX 217
CURNENSVILLE PA 16833

I, the holder of the title to this vehicle, am the first
person to whom it was issued. I am giving this title to the Bureau of Motor Vehicles with the
following form and fee.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

HIGH

Ph. 800.00

LOW

Ph. 800.00

ALLEN O BIEHLER

Secretary of Transportation

APPLICATION FOR TITLE AND LIEN INFORMATION

DISCUSSED AND SWORN
TO BE TRUE AND

NOTARIZED OR SIGNED IN THE PRESENCE OF

THE ATTORNEY GENERAL, OR HIS OR HER DEPUTY, OR THE ATTORNEY GENERAL'S
OR HIS OR HER DEPUTY'S ASSISTANT OR OTHER AGENT OR ATTORNEY FOR THE ATTORNEY GENERAL.

NOTARIZED OR SIGNED IN THE PRESENCE OF

DEPARTMENT OF MOTOR VEHICLES OR AUTOMOBILE FINANCIAL

IF YOUR SPOUSE IS ALIVE AND YOU WERE THE ONE TO
BE NAMED AS "JOHN THOMAS WILSON" ON THE DEATH OR
TAX RECORDS OF THE SURVIVING OWNER, CHECK HERE. OTHERWISE, THE
TITLE WILL BE ISSUED IN "THOMAS J. WILSON" (ON DEATH OF ONE OWNER) OR
"JOHN THOMAS WILSON" (ON DEATH OF THE OTHER).

1ST LIEN DATE

IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE ZIP

IF THIS IS AN ELT, CHECK HERE
NOTE FOR RECORDS FINANCIAL
INSTITUTION NO

2ND LIEN DATE

IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE ZIP

IF THIS IS AN ELT, CHECK HERE
NOTE FOR RECORDS FINANCIAL
INSTITUTION NO

STORE IN A SAFE PLACE. IF LOST, APPLY FOR A DUPLICATE. ANY ALTERNATION OR SPURIOUS VOIDS THIS TITLE.

27211710

E-709

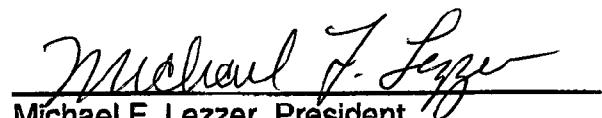
T-910 P.002/004

03:54PM 03-21-06 4124862669 FORM-LEZGER NUMBER

T-755 P002/004 F-240

VERIFICATION

I, MICHAEL F. LEZZER, President of LEZZER HOLDINGS, INC., verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



Michael F. Lezzer, President
Lezzer Holdings, Inc.

Date: 4-6-, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC.,
Plaintiff

No. 06- 537 -CD
IN REPLEVIN

vs.

RICHARD A. HELSEL, Defendant

Type of Case: Civil Action

Type of Pleading: Motion

Filed on behalf of: Plaintiff

Counsel of Record for this
Party:
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED
04/06/2006
APR 06 2006
Atty Gates

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

MOTION FOR EXPARTE ISSUANCE OF
WRIT OF SEIZURE IN REPLEVIN ACTION

NOW COMES, the Plaintiff/Movant, LEZZER HOLDINGS, INC., by its attorneys, Gates & Seaman, and moves this Honorable Court to enter an Ex parte Order directing the Clearfield County Prothonotary issue a Writ of Seizure in the above captioned Replevin Action, and in support thereof Plaintiff asserts the following:

1. Contemporaneously herewith, Plaintiff has filed a Complaint in Replevin seeking a Judgment in possession for a 1972, a 2001 and a 2003 Harley Davidson Motorcycle(s) which are described in further detail in Plaintiff's Complaint, a photocopy of which is attached hereto and made a part hereof as Exhibit "A".
2. On February 27, 2006, Thomas Yontosh, Corporate Credit Manager of Plaintiff, went to the business premises of Defendant, Richard A. Helsel, situate at 216 Power Avenue, Clearfield, PA 16830, to demand that either a significant payment be made by the Defendant on the Defendant's Credit Account with Plaintiff (which totals the sum of \$95,620.34 as of March 1, 2006), or that said Defendant tender into the possession of Plaintiff the aforementioned three (3) Harley Davidson Motorcycles on which Plaintiff has perfected security interests in pursuant to the Pennsylvania Uniform Commercial Code and which lien is documented on the Certificates of Title for each motorcycle.

3. When Thomas Yontosh arrived at the Defendant's business premises on February 27, 2006, he was advised by Defendant's business manager, Pam Rees, that Mr. Helsel was in **Mississippi or Louisiana** doing construction work for damage caused by Hurricane Katrina, but that she would pass Mr. Yontosh's message along to the Defendant.

4. Thirty-seven (37) days have gone by since Mr. Yontosh's appearance at the business premises of the Defendant and as of the date this action was commenced and this Motion for Ex parte Issuance of Writ of Seizure filed, Plaintiff has received neither a substantial payment from the Defendant on his ongoing credit account, or the tender of possession of the aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles.

5. Given the amount of the delinquent indebtedness and the fact that the collateral (i.e. the 1972, 2001 and 2003 Harley Davidson Motorcycles) are easily capable of being concealed and/or removed from Clearfield County, it is submitted that good cause exists for this Court to direct the issuance of a Writ of Seizure Ex parte so that the three (3) Harley Davidson Motorcycles may be delivered into the possession of Plaintiff.

6. As of February 27, 2006, said 1972, 2001 and 2003 Harley Davidson Motorcycles were located at the business premises of the Defendant situate at 216 Power Avenue, Clearfield, Pennsylvania 16830. Recent photographs of said three Harley Davidson Motorcycles are attached hereto and made a part hereof, collectively, as Exhibit "B".

7. Plaintiff has secured a bond from Cincinnati Insurance Company in the amount of \$70,000.00 which is more than double the value of the estimated high value of the three (3) Harley Davidson Motorcycles as asserted by Plaintiff in its Complaint. A photocopy of the aforementioned Bond in the amount of \$70,000.00 naming the Commonwealth of Pennsylvania as Obligee, conditioned that if Plaintiff fails to maintain the right to possession of the three (3) Harley Davidson Motorcycles, Plaintiff shall pay to the party entitled thereto the value of the property and all legal costs, fees and damages sustained by reason of the issuance of the Writ, is attached hereto and made a part hereof as Exhibit "C".

WHEREFORE, Plaintiff, Lezzer Holdings, Inc., prays that this Honorable Court direct the Clearfield County Prothonotary issue to the Clearfield County Sheriff a Writ of Seizure authorizing the Sheriff's Office to seize and take possession of the following and to deliver the same into the possession of Plaintiff until further Order of Court:

- A. 1972 Harley Davidson Motorcycle (VIN # 2A30604H2);
- B. 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
- C. 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474).

Respectfully submitted:

GATES & SEAMAN

By: _____

Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Date: Apr. 16, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC.,
Plaintiff

No. 06- -CD
IN REPLEVIN

vs.

RICHARD A. HELSEL, Defendant

Type of Case: Civil Action

Type of Pleading: Complaint

Filed on behalf of: Plaintiff

Counsel of Record for this
Party:
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

NOTICE

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

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

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

Clearfield County Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff :
-vs- : No. 06 - - CD
RICHARD A. HELSEL, Defendant : IN REPLEVIN

COMPLAINT

NOW COMES, the Plaintiff, LEZZER HOLDINGS, INC., by its attorneys, Gates & Seaman, and brings this action in Replevin against the named Defendant as follows:

1. Plaintiff, LEZZER HOLDINGS, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at 332 Schofield Street, Curwensville, Clearfield County, Pennsylvania, 16833.
2. Defendant, RICHARD A. HELSEL, is an adult individual, who resides at 399 Clearfield Street, Clearfield, PA 16830.
3. Plaintiff is involved in the business of selling and furnishing materials and building supplies to entities involved in both commercial and residential construction.
4. Defendant, RICHARD A. HELSEL, is the owner operator of a sole proprietorship involved in general construction who operates under the trade names of HELSEL CONTRACTING and/or HELSEL ENTERPRISES, and who maintains a business address at 216 Power Avenue, Clearfield, PA 16830, with a separate mailing address of P. O. Box 222, Clearfield, PA 16830.

5. Since Defendant is in the business of both commercial and residential construction, he is a regular purchaser of the material and supplies sold by Plaintiff.

6. On or about April 30, 1999, Defendant, Richard A. Helsel, trading as Helsel Contracting, and his wife, Beth H. Helsel, entered into a Credit Account Agreement with Plaintiff under which Plaintiff would furnish materials and building supplies to Defendant in exchange for Defendant making periodic payment of all of Plaintiff's invoices upon receipt thereof. Attached hereto and made a part hereof as Exhibit "A" is the Credit Account Agreement entered into by Richard A. Helsel, trading as Helsel Contracting, and Beth H. Helsel which had an initial credit limit of \$15,000.00.

7. Since entering into this initial Credit Account Agreement, Plaintiff, at Defendant's request, has raised Defendant's credit limit up to the present credit limit of \$100,000.00.

8. Since on or about June 1, 2005, Defendant has purchased numerous supplies, building materials and tools on which he has not made timely payments in accordance with the parties' Credit Account Agreement, and as of March 1, 2006, Defendant owed Plaintiff the sum of \$95,620.34, with \$53,149.77 of said amount being more than 120 days past due. A copy of Defendants' monthly statement, dated March 1, 2006, is attached hereto and made a part hereof as Exhibit "B".

9. Defendant has made no payment to Plaintiff, on said Credit Account, since the payment made on November 30, 2005 in the amount of \$20,147.29.

10. As security for said Defendant to be able to continue utilizing the aforementioned Credit Account, Defendant, Richard A. Helsel, and his wife, Beth H.

Helsel, executed a Security Agreement with Plaintiff, dated May 3, 2005, which in consideration of the extension of credit described therein, Defendant, Richard A. Helsel, and his wife, Beth H. Helsel, granted Plaintiff a security interest in all of said individuals inventory, contract rights, proceeds, equipment, machinery, vehicles, furniture, fixtures, manufacturing equipment, bank accounts, etc. Attached hereto and made a part hereof as Exhibit "C" is a photocopy of the Security Agreement between Lezzer Holdings, Inc. (Secured Party) and Richard A. Helsel and Beth H. Helsel (Debtors) which was executed by both Debtors.

11. In order to perfect the security interest granted to it by Defendant, Richard A. Helsel, and his spouse, Beth H. Helsel, as evidenced by the aforementioned May 3, 2005 Security Agreement, Plaintiff filed a UCC-1 Financing Statement with the Pennsylvania Department of State on May 5, 2005. Attached hereto and made a part hereof Exhibit "D" is a copy of the Commonwealth of Pennsylvania, Department of State, Uniform Commercial Code Filing Acknowledgment which has attached thereto Plaintiff's UCC-1 Financing Statement which has attached thereto a copy of the Security Agreement, dated May 3, 2005, executed by Defendant, Richard A. Helsel, and Beth H. Helsel.

12. Contemporaneously with the execution of the Security Agreement of May 3, 2005 and the filing of the UCC-1 with the Pennsylvania Department of State, Defendant, Richard A. Helsel, by an Agreement dated May 2, 2005, also pledged as collateral for the ongoing extension of credit by Lezzer Holdings, Inc. to Helsel Contracting and Richard A. Helsel, three (3) Harley Davidson Motorcycles, which security interest is also reflected by three (3) Certificates of Title for a 1972, 2001 and

2003 Harley Davidson Motorcycles whereupon Plaintiff is designated as the First Lien Holder. Attached hereto and made a part hereof, collectively, as Exhibit "E", is a copy of the Security Agreement executed by Richard A. Helsel on May 2, 2005 and the Certificates of Title for the 1972, 2001 and 2003 Harley Davidson Motorcycles pledged as collateral by the Defendant to Plaintiff.

13. Defendant, Richard A. Helsel, is in default under the terms of his Credit Account Agreement with Plaintiff, and is also in default under the Security Agreement, dated May 3, 2005, since he has not made monthly payments on the principal and interest of his credit purchases with Plaintiff despite the Plaintiff requesting that he do so.

14. Pursuant to the Security Agreement of May 3, 2005, since Defendant, Richard A. Helsel, is in default under the required monthly payments of principal and interest, Plaintiff has the right to enter upon the Defendant's premises to take possession of the collateral covered under the Security Agreement, which would include the following:

- (i) 1972 Harley Davidson Motorcycle (VIN # 2A30604H2);
- (ii) 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
- (iii) 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474).

15. The aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles are maintained at Defendant's business address of 216 Power Avenue, Clearfield, PA 16830.

16. Based on the mint condition and low mileage of the aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles, Plaintiff believes based on a letter

received from Spirit Harley Davidson, Inc. of Glenshaw, PA, that the three (3) Harley Davidson Motorcycles in question have the following range of values:

- (i) 1972 Harley Davidson Motorcycle - \$6,550.00 (high) to \$1,850.00 (low);
- (ii) 2001 Harley Davidson Motorcycle - \$14,100.00 (high) to \$12,600.00 (low);

and

- (iii) 2003 Harley Davidson Motorcycle - \$14,000.00 (high) to \$12,500.00 (low).

Attached hereto and made a part hereof as Exhibit "F" is a photocopy of appraisal letter received by Plaintiff from Spirit Harley Davidson, Inc. of Glenshaw, PA.

17. Likewise, since Defendant, Richard A. Helsel, is in default under the terms of the May 3, 2005 Security Agreement and the Agreement of May 2, 2005, wherein he pledged as collateral the three (3) Harley Davidson Motorcycles in question, under the Pennsylvania Uniform Commercial Code, Plaintiff as the secured party has the right to take possession of said collateral.

18. Representatives of Plaintiff have requested of Defendant, Richard A. Helsel, that he deliver possession of the aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles to the Plaintiff, but as of this time, said request has been refused.

19. Defendant, Richard A. Helsel, has failed and refused, despite repeated demands by representatives of Plaintiff, to pay a significant amount towards the overdue credit balance identified in Paragraph 8 hereof or to deliver possession of the aforementioned 1972, 2001 and 2003 Harley Davidson Motorcycles to Plaintiff.

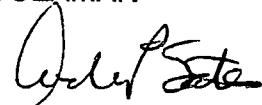
20. By reason of the facts alleged above, Plaintiff claims it is entitled to immediate possession of the following:

- (i) 1972 Harley Davidson Motorcycle (VIN # 2A30604H2);
- (ii) 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
- (iii) 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474).

WHEREFORE, Plaintiff, LEZZER HOLDINGS, INC., demands Judgment be entered against Defendant, RICHARD A. HELSEL, as follows:

- a. Judgment of possession for:
 - (i) 1972 Harley Davidson Motorcycle (VIN # 2A30604H2);
 - (ii) 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
 - (iii) 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474); or
- b. Such other and further relief as this Honorable Court deems just and equitable.

GATES & SEAMAN

By: 

Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Date: April 6, 2006

SECTION 1: INDIVIDUALS AND SOLE PROPRIETORSHIPS

Business Information

Business Name	Street Address	City	State	Zip
R Nelsel Enterprises	P.O. Box 332	Clearfield	PA	16830
		Phone No.	Yrs in Business	
		(814) 765-7230		

Applicant Information

Name	Street Address	City	State	Zip
Richard A Nelsel	399 Clearfield St	Clearfield	PA	16830
Phone No.	Soc. Sec. No.	Date of Birth		
(814) 765-2055	189 - 36 - 1356			
Employer	Employer's Address	Position Held	Years Employed	Annual Income
Self				

Spouse Information

Name	Soc. Sec. No.	Date of Birth
	--	
Employer	Employer's Address	Position Held

Other Information

Housing Status (Check One)	Are there any unsatisfied judgements against you?	If yes, amount?
<input checked="" type="checkbox"/> Own/Buying <input type="checkbox"/> Rent <input type="checkbox"/> Board	Yes <input checked="" type="checkbox"/> No	
Type of Housing (Check One)	Have you ever declared bankruptcy?	If yes, when?
<input type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apt	Yes <input checked="" type="checkbox"/> No	

SECTION 2: PARTNERSHIPS

Business Information

Partnership Name	Street Address	City	State	Zip
Federal Employer Identification Number	Partnership Type	Phone No.	Yrs in Business	
	General <input type="checkbox"/> Limited <input type="checkbox"/>			
Have you ever declared bankruptcy?	Are there any unsatisfied judgements against you?	Name of Bonding Company	D & B Number	D & B Rating
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Partner Information (Complete for each partner)

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
()	--			
Spouse Name	Soc. Sec. No.	Date of Birth		
	--			
Housing Status (Check One)	Are there any unsatisfied judgements against you?	If yes, amount?		
<input checked="" type="checkbox"/> Own/Buying <input type="checkbox"/> Rent <input type="checkbox"/> Board	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		
	()	-		
Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		
	()	-		
Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		
	()	-		

SECTION 4: REFERENCES

(All applicants must fully complete this section)

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
Clearfield Bank + Trust	P.O. Box 171	Clearfield	PA	16830
Contact Person	Phone No.	Account Number		
	()	12 44819 2		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Clearfield Bank + Trust	P.O. Box 171	Clearfield	PA	16830
Contact Person	Phone No.	Total Amount of Loans	Line of Credit:	If Yes, Limit:
Mike Sutika	(814) 765 - 7661		✓	

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Contact Person	Phone No.	Credit Limit		
	()			
Name of Business	Street Address	City	State	Zip
Contact Person	Phone No.	Credit Limit		
	()			
Name of Business	Street Address	City	State	Zip
Contact Person	Phone No.	Credit Limit		
	()			

SECTION 5: REQUEST FOR CREDIT
(All applicants must fully complete this section)

N/A

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt? (If yes, attach a completed tax-exemption certificate)
Do you plan to obtain bank financing?	If yes, Name of Bank	Yes _____ No _____ Name of Loan Officer
Are purchase orders required to charge?	If no, please list names of persons authorized to charge on this account	
Yes _____ No _____		

SECTION 6: ACKNOWLEDGMENT OF CREDIT ACCOUNT AGREEMENT
(All applicants must fully complete this section)

THE undersigned parties who are engaged in business under the trade name of Nelson Contracting hereby contract with Lezzer Cash & Carry to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit therefore, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in an amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of eighteen (18%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay of execution, inquisition and appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and sale on execution and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND MADE A PART HEREOF. YOU ACKNOWLEDGE THAT YOU HAVE KEPT A COPY OF THE CREDIT ACCOUNT AGREEMENT FORM #LCC-393 AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF THIS APPLICATION.

WITNESS the signature of the parties hereto, the _____ day of _____ 19____.

INDIVIDUAL & SPOUSE SIGNATURES

(SEAL)

(SEAL)

(SEAL)

(SEAL)

PARTNER & SPOUSE SIGNATURES & TITLES

BY: _____

Title _____

(SEAL)

CORPORATE OFFICER SIGNATURES & TITLES

BY: _____

Title _____

(SEAL)

SECTION 7: AUTHORIZATION TO OBTAIN CREDIT INFORMATION

(All applicants must fully complete this section.)

Authorization is given to Lezzer Cash & Carry to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Lezzer Cash & Carry with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as an original.



Signature

Date



Signature

Date

Date

Date

Do not write below this line

For Office Use Only

Approved By	Date Approved	Account Number	Type	Credit Limit
	8/30/79	17657730	C	15,000
			Code	Date
			8	8/30/79
			Code	Date

LEZZER CASH & CARRY
OF CURWENSVILLE, INC.

STATEMENT

CUSTOMER	STATEMENT DATE	PAGE
17657730	03/01/06	1
	1083800	W

HELSEL CONTRACTING
17657730
BILLING INQUIRIES 814-236-0220



PLEASE WRITE YOUR CUSTOMER NUMBER ON YOUR CHECK.

TRANSACTION NUMBER	STORE	TRANSACTION DATE	TRANS. TYPE	AMOUNT	DUE DATE	INVOICE AGING				PLEASE CHECK ITEMS BEING PAID
						C/P	30	60	90	
671415	1	02/02/06	INVC	151.82	03/12/06	*				
678843	1	02/15/06	INVC	198.14	03/12/06	*				
22806	1	02/28/06	FC	1319.04		*				

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18% WILL BE ASSESSED ON ALL PAST DUE ACCOUNTS WITH A MINIMUM FINANCE CHARGE OF \$1.00. TERMS ARE NET 30 DAYS.

PREVIOUS BALANCE	CURRENT CHG/CRD	CURRENT PMTS.			FINANCE CHARGE	NEW BALANT. DUE
93951.34	349.96	0.00			1319.04	95620.34
CURRENT	31-60 DAYS	61-90 DAYS	91-120 DAYS	121 DAYS & OVER	ACCUM.LATE CHG.	
1669.00	19684.40	7213.85	13903.32	53149.77		

LEZZER CASH & CARRY
P.O. BOX 217
CURWENSVILLE, PA 16833

Forward Services Requested

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
CURWENSVILLE, PA
PERMIT NO. 42

STATEMENT ENCLOSED

HELSEL CONTRACTING
216 POWER AVE.

CLEARFIELD, PA 16830

EXHIBIT "B"

#17657730

SECURITY AGREEMENT

This Security Agreement, made and entered in this 3rd day of May, 2005, by and between Lezzer Holdings Inc., P.O. Box 217, Curwensville, PA 16833 (hereinafter "Secured Party") and Richard A. Helsel and Beth H. Helsel, with chief executive offices located at 216 Power Avenue, Clearfield, PA 16830, and if registered, incorporated in the state of N/A (hereinafter "Debtor").

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a security interest in and assigns to the Secured Party the Collateral described in paragraph II below to secure payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party.

II COLLATERAL

To secure payment and performance of all obligations Debtor hereby grants to Secured Party a continuing security interest in all inventory, contract rights including proceeds, equipment, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery, shop equipment, office and record keeping equipment, parts and tools, bank checking and savings accounts, certificates of deposit, stock shares, standing timber, and goods including all embedded and non-embedded software manufactured by or distributed by Secured Party, whenever sold, consigned or delivered, directly or indirectly, to or for the benefit of Debtor by Secured Party, wherever located, now owned and hereafter acquired including but not limited to all accessories, supplies and parts including repossessions and returns; and all proceeds from the sale thereof; and all existing or subsequently arising, accounts and accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by the Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not ready earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable. All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, allocations for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor.

The term "Obligations" as used in this Agreement shall mean and include all indebtedness, liabilities and obligations, liabilities and obligations of any nature, however arising whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

III DEBTOR'S OBLIGATIONS

- A. The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use.
- B. The Collateral will be insured until this security agreement is terminated against all expected risks to which it is exposed.
- C. The Collateral will be kept at the Debtor's place of business, aforementioned, where Secured Party may inspect it at any time upon reasonable notice.
- D. Debtor warrants and covenants: That the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
 - (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
 - (2) Change(s) in location of chief executive offices (if an unregistered entity),
 - (3) Change(s) in state of incorporation (if a registered entity),
 - (4) Change(s) in state of residence (if an individual),
 - (5) Change(s) in name of Debtor's business.
- E. The Collateral will not be sold, transferred, disposed, or made subject to any paid charge, including taxes of any subsequent interest of a third party created or suffered by Debtor, voluntary or involuntary, unless Secured Party consents in writing to such charge, transfer or disposition.
- F. Debtor will reimburse Secured Party for any action to remedy a default under this agreement.
- G. Debtor will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- H. Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's interest and obtaining an acknowledgement from the third party that its is holding the Collateral for the benefit of Secured Party.

IV DEFAULT

The following shall constitute a default by Debtor:

non-payment. Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

misrepresentation: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under paragraphs III and VII shall constitute default under this Security Agreement

V SECURED PARTY'S RIGHTS AND REMEDIES

A. Secured Party may assign this security agreement, and...

- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under paragraphs III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this paragraph V, and...
- (2) Debtor will assert no claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement, and...

B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may

- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
- (2) Require Debtor to assemble the Collateral and make it available at a place Secured Party designates in writing which is mutually convenient, to allow Secured Party to take possession or dispose of the Collateral and
- (3) Enter upon Debtor's premises to take possession of, assemble and collect the Collateral or to render it unusable, and
- (4) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed.

VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS

A. Debtor Agrees and Affirms

- (1) That information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct and,
- (2) That no financing statement covering the Collateral or its proceeds is on file in any public office and that, except for the security interest granted in this security agreement, there is no adverse lien, security interest or encumbrance in or on the Collateral, and
- (3) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder. Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion therefrom.
- (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.

B. Mutual Agreements

- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
- (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
- (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
- (4) This agreement doesn't waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
- (5) Debtor authorizes Secured Party to file a financing statement describing the collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC-1 and UCC-3 forms for the purpose of protecting Secured Party's interest.

C. Form of Debtor's Business

- (1) Debtor's business is (circle one):

a. Registered Organization b. Unregistered Organization c. Individual

(a) If a. Registered Organization: State where Incorporation/Formed _____.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" _____.

(c) If c. Individual: State or States of Residence (include all states) PENNSYLVANIA.

- Registered Organizations include: Includes corporations, limited liability corporations and limited partnerships.
- Unregistered Organizations include: Partnerships.
- Individuals include: Sole Proprietorships

D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Exact legal name is set forth in the first paragraph of this Security Agreement.

VIII PARTIAL INVALIDITY

In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

DEBTOR NAME

BY:

Richard A. Helsel

BY:

Beth H. Helsel

ACCEPTED This 03 day of MAY, 2005

Sworn and subscribed before me this
03 day of MAY 2005

SECURED PARTY NAME - LEZZER HOLDINGS INC.

BY:

(Signature and Title)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Dennis E. Berger, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires Apr. 10, 2009

Member, Pennsylvania Association of Notaries



Commonwealth of Pennsylvania
Department of State
UNIFORM COMMERCIAL CODE FILING ACKNOWLEDGMENT

Belin & Kubista
 P.O. Box 1
 Clearfield, PA 16830

File Number: 2005050604103 Filing Date: 05/05/2005 8:00 AM Filing Type: UCC
 Lapse Date: 05/05/2010

Pages: 4

Indexed Debtor(s):

Personal: Helsel, Richard, A, 216 Power Ave, Clearfield, PA, 16830

Personal: Helsel, Beth, H, 216 Power Ave., Clearfield, PA, 16830

Secured Party(s) / Assignee(s):

Commercial: Lezzer Holdings, Inc., P.O. Box 217, Curwensville, PA, 16833

Other Information:

Please review the above information that was indexed in our database. We have indexed the above information exactly as it was presented on your enclosed filing. If there is an error please contact our office at the number listed below. If you wish to make a change from your original document an amendment (UCC-3) with the appropriate fee is required.

UCC Filing Fees:

UCC-1 and UCC-3	\$84.00
UCC-11	\$12.00
Copies	\$3.00

Please refer to the Secretary of State's web page at
www.dos.state.pa.us/corps for additional filing information.

206 North Office Building
 Harrisburg, PA 17120
 (717) 787-1057
www.dos.state.pa.us/corps

#17657730

File Number: 2005050604103
 Date Filed: 05/05/2005 08:00 AM
 Pedro A. Cortés
 Secretary of the Commonwealth

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Belin & Kubista
 P.O. Box 1
 Clearfield, PA 16830

State of Pennsylvania
 UCC1 Initial Filing 4 Page(s)



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME Helsel

FIRST NAME	Richard	MIDDLE NAME	A	SUFFIX
------------	---------	-------------	---	--------

1c. MAILING ADDRESS 216 Power Ave.

CITY	Clearfield	STATE	PA	POSTAL CODE	16830	COUNTRY	USA
------	------------	-------	----	-------------	-------	---------	-----

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Individual 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

 NONE

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

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME Helsel

FIRST NAME	Beth	MIDDLE NAME	H	SUFFIX
------------	------	-------------	---	--------

2c. MAILING ADDRESS 216 Power Ave.

CITY	CLEARFIELD	STATE	PA	POSTAL CODE	16830	COUNTRY	USA
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2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION Individual 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR, if any) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Lezzer Holdings Inc.

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS P.O. Box 217

CITY	Curwensville	STATE	PA	POSTAL CODE	16833	COUNTRY	USA
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4. This FINANCING STATEMENT covers the following collateral:

See sheets attached hereto as "Security Agreement"

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEEE/LESSOR	CONSIGNEE/CONSIGNOR	BALEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> THE FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. <small>Amends Addendum</small>	7. <input type="checkbox"/> Check to REQUEST SEARCH REPORT(S) on Debtor(s) <small>if applicable</small>	8. <input type="checkbox"/> ADDITIONAL FEE	9. <input type="checkbox"/> All Debtors	10. <input type="checkbox"/> Debtor 1	11. <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA Account# 17657730						

#17657730

SECURITY AGREEMENT

This Security Agreement, made and entered in this 3rd day of May, 2005, by and between Lezzer Holdings Inc., P.O. Box 217, Curwensville, PA 16833 (hereinafter "Secured Party") and Richard A. Helsel and Beth H. Helsel, with chief executive offices located at 216 Power Avenue, Clearfield, PA 16830, and if registered, incorporated in the state of N/A (hereinafter "Debtor").

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a security interest in and assigns to the Secured Party the Collateral described in paragraph II below to secure payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party.

II COLLATERAL

To secure payment and performance of all obligations Debtor hereby grants to Secured Party a continuing security interest in all inventory, contract rights including proceeds, equipment, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery, shop equipment, office and record keeping equipment, parts and tools, bank checking and savings accounts, certificates of deposit, stock shares, standing timber, and goods including all embedded and non-embedded software manufactured by or distributed by Secured Party, whenever sold, consigned or delivered, directly or indirectly, to or for the benefit of Debtor by Secured Party, wherever located, now owned and hereafter acquired including but not limited to all accessories, supplies and parts including repossessions and returns; and all proceeds from the sale thereof; and all existing or subsequently arising, accounts and accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by the Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not ready earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable. All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, allocations for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor.

The term "Obligations" as used in this Agreement shall mean and include all indebtedness, liabilities and obligations, liabilities and obligations of any nature, however arising whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

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- A. The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use.
- B. The Collateral will be insured until this security agreement is terminated against all expected risks to which it is exposed.
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 - (4) Change(s) in state of residence (if an individual),
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- F. Debtor will reimburse Secured Party for any action to remedy a default under this agreement.
- G. Debtor will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- H. Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's interest and obtaining an acknowledgement from the third party that its is holding the Collateral for the benefit of Secured Party.

IV DEFAULT

The following shall constitute a default by Debtor:

non-payment: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

misrepresentation: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under paragraphs III and VII shall constitute default under this Security Agreement

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A. Secured Party may assign this security agreement, and...

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B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may

- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
- (2) Require Debtor to assemble the Collateral and make it available at a place Secured Party designates in writing which is mutually convenient, to allow Secured Party to take possession or dispose of the Collateral and
- (3) Enter upon Debtor's premises to take possession of, assemble and collect the Collateral or to render it unusable, and
- (4) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed.

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A. Debtor Agrees and Affirms

- (1) That information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct and,
- (2) That no financing statement covering the Collateral or its proceeds is on file in any public office and that, except for the security interest granted in this security agreement, there is no adverse lien, security interest or encumbrance in or on the Collateral, and
- (3) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder. Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion therefrom.
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B. Mutual Agreements

- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
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C. Form of Debtor's Business

- (1) Debtor's business is (circle one):

a. Registered Organization b. Unregistered Organization c. Individual

(a) If a. Registered Organization: State where Incorporated/formed _____.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" _____.

(c) If c. Individual: State or States of Residence (include all states) PENNSYLVANIA.

- Registered Organizations include: Includes corporations, limited liability corporations and limited partnerships.
- Unregistered Organizations include: Partnerships.
- Individuals Include: Sole Proprietorships

D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Exact legal name is set forth in the first paragraph of this Security Agreement.

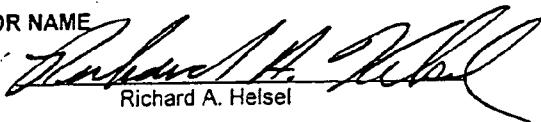
VIII PARTIAL INVALIDITY

In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

DEBTOR NAME

BY:



Richard A. Helsel

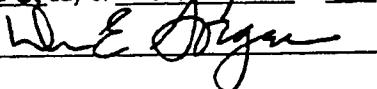
BY:



Beth H. Helsel

ACCEPTED This 03 day of MAY, 2005

Sworn and subscribed before me this
03 day of MAY, 2005



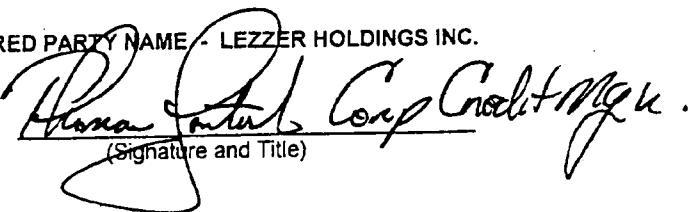
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Dennis E. Borger, Notary Public Curwensville Boro, Clearfield County My Commission Expires Apr. 10, 2009

Member, Pennsylvania Association of Notaries

SECURED PARTY NAME - LEZZER HOLDINGS INC.

BY:



(Signature and Title)

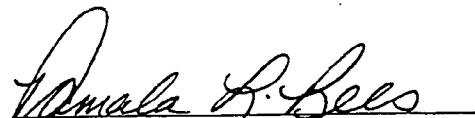
17657730

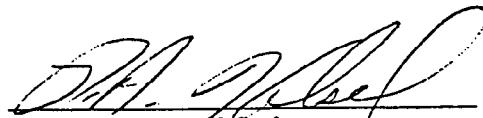
AGREEMENT

This agreement is between Lezzer Holdings Inc. of 332 Schofield Street, Curwensville, PA and Helsel Contracting and Richard A. Helsel of 216 Power Avenue, Clearfield, PA to establish collateral as security for charge account and procedure to release security.

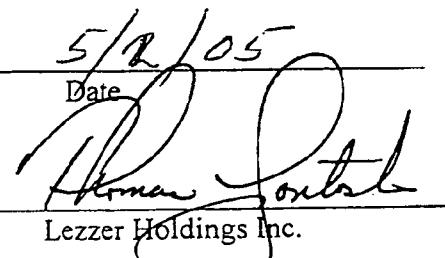
1. Lezzer Holdings Inc. will be granted a first lien position on three Harley Davidson Motorcycles .
2. Richard A. Helsel and Beth H. Helsel will sign a personal guarantee for Lezzer Holdings Inc.
3. Richard A. Helsel and Beth H. Helsel will sign a Security Agreement for Lezzer Holdings Inc.

The procedure to release the security will be when the Helsel Contracting charge Becomes current for three consecutive months. At that time Lezzer Holdings Inc. will release the liens on all three Harley Davidson Motorcycles and discontinue the personal guarantee and security agreement within five days.


witness


Richard A. Helsel


witness

5/2/05
Date

Lezzer Holdings Inc.
5/2/05
Date

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

425

051301937000280-001

1H01BY8493Y064474
 VEHICLE IDENTIFICATION NUMBER

2003
 YEAR

HARLEY DAVID

MAKE OF VEHICLE

59030061601 HE

TITLE NUMBER

MC

BODY TYPE

0

SEAT CAP

PRIOR TITLE STATE

5/10/05
 ODOM. PROCD. DATE

000003
 ODOM. MILES

0
 ODOM. STATUS

6/18/03
 DATE PA TITLED

5/10/05
 DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

ODOMETER STATUS

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

TITLE BRANDS

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

REGISTERED OWNER(S)

RICHARD A HELSEL
 399 CLEARFIELD ST
 CLEARFIELD PA 16830

FIRST LIEN FAVOR OF:

LEZZER HOLDINGS INC

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

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

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

600400
 LEZZER HOLDINGS INC
 SCHOLFIELD STF
 PO BOX 217
 CURWENSVILLE PA 16833



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

ALLEN D BIEHLER

Secretary of Transportation

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

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

1ST LIEN DATE:

→ IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE
 NOTE: FIN REQUIRED

FINANCIAL
 INSTITUTION NO.

2ND LIEN DATE:

→ IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE
 NOTE: FIN REQUIRED

FINANCIAL
 INSTITUTION NO.

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
 TO BEFORE ME:

MM DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

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

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

7,423

051301937000315-001

2A30604H2

VEHICLE IDENTIFICATION NUMBER

1972

YEAR

HARLEY DAVID

MAKE OF VEHICLE

23459788804 HE

TITLE NUMBER

MC

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

5/30/05

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

4

ODOM. STATUS

6/01/72

DATE PA TITLED

5/10/05

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

ODOOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
REGISTERED OWNER(S)

RICHARD A HELSEL
399 CLEARFIELD ST
CLEARFIELD PA 16830

FIRST LIEN FAVOR OF:

LEZZER HOLDINGS INC

SECOND LIEN FAVOR OF:

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

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

FIRST LIEN RELEASED _____

DATE

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

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

SECOND LIEN RELEASED _____

DATE

BY _____ AUTHORIZED REPRESENTATIVE

600400

LEZZER HOLDINGS INC
SCHOFIELD HOLDINGS INC
CURWENSVILLE PA 16833



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

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

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION-

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE
APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE
COMPLETED.

SUBSCRIBED AND SWORN
TO BEFORE ME:

MO DAY YEAR

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

1ST LIEN DATE: IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
NOTE: FIN REQUIRED INSTITUTION NO.

2ND LIEN DATE: IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
NOTE: FIN REQUIRED INSTITUTION NO.

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE



SPIRIT HARLEY-DAVIDSON, INC.
463 GLENN AVENUE
GLENDALE, PA 15116

TEL: (412) 487-3377
FAX: (412) 486-2669
E-MAIL: service@spiritharley.com
www.spiritharley.com

SERVICE DEPT.

FAX

TO: JOHN LONNIE

FROM: Tomcat

VOICE
#:

724-282-3100

Page: 47 INC COVER

FAX

#:

724-282-8216

Date: 3-31-06

Re: High & Low Prices 3-Harleys Cc:

Urgent For Review Please Comment Please Reply Please Re-cycle

Comments:

JOHN,

Here are the high & low prices on
the bikes IF you need any more info give
me a call

THANK YOU

03-31-'06 12:58 FROM-Spirit Harley

4124862669

T-755 P002/004 F-240

TO-0- "Spirit H-D SERVICE P002/004-1

RECEIVED 03-21-'06 15:52 FROM -

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

77425

051301937000280-001

1M018784934064474	VEHICLE IDENTIFICATION NUMBER	2003	YEAR	HARLEY DAVIDSON	NAME OF VEHICLE	54030061102 HE	TITLE NUMBER
6/28/03	DATE PURCHASED	0	SEAT CAP	FLORIDA STATE	STATE, PROV. OR DIST.	5/10/05	ISSUE DATE
5/10/05	DATE OF ISSUE	5/10/05	UNLADEN WEIGHT	UNLADEN WEIGHT	UNLADEN WEIGHT	0	ODOM. STATUS

Odometer Status

- 0 = ACTUAL MILEAGE
- 1 = MILEAGE EXCEEDS THE MECHANICAL LIMIT
- 2 = NOT THE ACTUAL MILEAGE
- 3 = NOT THE ACTUAL MILEAGE-DAMAGED, TAMPERED, OR UNKNOWN
- 4 = EXEMPT FROM ODOMETER Disclosure

TITLE STATUS

- A = ANTIQUE VEHICLE
- B = CLASSIC VEHICLE
- C = COLLECTOR'S VEHICLE
- D = CULT OF PERSONALITY
- E = CULTURALLY SIGNIFICANT VEHICLE
- F = AGRICULTURAL VEHICLE
- G = LEISURE VEHICLE
- H = LEISURE VEHICLE
- I = RESTORED
- J = STREET RACE
- K = RECOVERED STOLEN VEHICLE
- L = PERSONAL CONVEYING VEHICLE
- M = USED VS. NEW
- N = UNKNOWN

REGISTERED OWNER(S)

RICHARD A KELSEY
399 CLEARFIELD ST
CLEARFIELD PA 16830

FIRST Lien FAVOR OF:

LEZZER HOLDINGS INC

FIRST Lien RELEASED

DATE

I, the undersigned, certify to follow upon registration of the first lien, to my knowledge, when released, that I am the owner of the vehicle and that the information given is true and accurate to the best of my knowledge.

BY _____ AUTHORIZED REPRESENTATIVE
MAILING ADDRESS

600400
LEZZER HOLDINGS INC
SCHOLFIED STF
PO BOX 217
CURWENSVILLE PA 16833

SECOND Lien RELEASED

DATE

BY _____ AUTHORIZED REPRESENTATIVE

HIGH

14,800.00

LOW

12,500.00



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the personality or company name listed in the title above is the sole owner.

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
TO BEFORE ME

I, the subscriber, do swear that your spouse is deceased and you were the title to be listed as "John Tammie Van Riel of Sunnyside" (in death of one owner, this goes to surviving spouse) CHECK HERE Otherwise, the title will be listed as "Tammie Van Riel" (in death of one owner, title will be deceased spouse's good to another spouse or estate).

1ST Lien DATE

→ IF NO Lien, CHECK

1ST LIENHOLDER

STREET

CITY

STATE ZIP

IF THIS IS AN ELT, CHECK HERE NOTE FOR REGISTRATION

FINANCIAL INSTITUTION NO.

2ND Lien DATE

→ IF NO Lien, CHECK

2ND LIENHOLDER

STREET

CITY

STATE ZIP

IF THIS IS AN ELT, CHECK HERE NOTE FOR REGISTRATION

FINANCIAL INSTITUTION NO.

THE INFORMATION HERIN IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE USED AS A LEGAL DOCUMENT.

SIGNATURE OF APPLICANT OR AUTHORITY SIGNER

SIGNATURE OF CO-APPLICANT OR CO-AUTHORITY SIGNER

STORE IN A SAFE PLACE - IF LOST, APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASING voids THIS TITLE

07211710

802-3

P.002/004

1-910

FROM-LEZZER NUMBER 03:54pm

MAR-21-06

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

424	05-301337000000000000	2003	HARLEY, DAVID	55817941503 HE
1H01PBV131Y951162		YEAR	DATE OF ISSUE	TITLE NUMBER
NC	00000000000000000000	PA	STATE	ISSUE DATE
27/03/2003	27/03/2003	PA	PA	PA
DATE PAWNED	DATE OF ISSUE	UNLADYWEIGHT	OWNER	OWNER
27/03/2003	27/03/2003	PA	PA	PA
1H01PBV131Y951162		PA		TITLE GRANTEE

REGISTERED OWNER(S)

RICHARD A HELSEL
399 CLEARFIELD ST
CLEARFIELD PA 16830

FIRST LENDER OR

LEZZER HOLDINGS INC

FIRST LENDER RELEASED

DATE

SECOND LENDER OR

SECOND LENDER RELEASED

CODICILS/AMENDMENTS:

- 0 = ACTUAL VEHICLE
- 1 = RELEASE EXCEPTS THE MECHANICAL PARTS
- 2 = NOT THE ACTUAL VEHICLE
- 3 = NOT THE ACTUAL RELEASE/CODICIL
- 4 = EXCEPT FROM CODICIL/AMENDMENT

TITLE CATEGORIES:

- 0 = PASSENGER VEHICLE
- 1 = COMMERCIAL VEHICLE
- 2 = COLLECTIBLE VEHICLE
- 3 = OUT OF COUNTRY
- 4 = ORIGINALLY BUILT FOR COMMERCIAL DISTRIBUTION
- 5 = AGRICULTURAL VEHICLE
- 6 = MOTORCYCLE
- 7 = BIKERS POLICE VEHICLE
- 8 = RECONSTRUCTED
- 9 = STREET ROD
- 10 = RACE/DRAGSTER VEHICLE
- 11 = VEHICLE CONTAINING RICKSHAW VEHICLE
- 12 = PLATED VEHICLE
- 13 = RAILCAR & TANDEM

If a second lienholder is listed above, the owner must contact the Bureau of Motor Vehicles with the appropriate form and fee.

MAILING ADDRESS

600400
LEZZER HOLDINGS INC
SCHOFIELD ST
PO BOX 217
CURWENSVILLE PA 16833

HIGH \$ 14,100.00

Low \$ 12,600.00



I certify as of the date of issue, the official name of the Pennsylvania Department of Transportation is not the proceeding or company name listed as the serial number of the title or vehicle.

ALLEN D BIEHLER

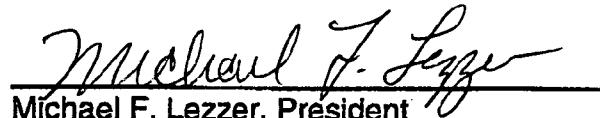
Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

DISBURSED AND ENFORCED TO DATE INC	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 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591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 709 710 711 712 713 714 715 716 717 718 719 719 720 721 722 723 724 725 726 727 728 729 729 730 731 732 733 734 735 736 737 738 739 739 740 741 742 743 744 745 746 747 748 749 749 750 751 752 753 754 755 756 757 758 759 759 760 761 762 763 764 765 766 767 768 769 769 770 771 772 773 774 775 776 777 778 779 779 780 781 782 783 784 785 786 787 788 789 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 809 810 811 812 813 814 815 816 817 818 819 819 820 821 822 823 824 825 826 827 828 829 829 830 831 832 833 834 835 836 837 838 839 839 840 841 842 843 844 845 846 847 848 849 849 850 851 852 853 854 855 856 857 858 859 859 860 861 862 863 864 865 866 867 868 869 869 870 871 872 873 874 875 876 877 878 879 879 880 881 882 883 884 885 886 887 888 889 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 909 910 911 912 913 914 915 916 917 918 919 919 920 921 922 923 924 925 926 927 928 929 929 930 931 932 933 934 935 936 937 938 939 939 940 941 942 943 944 945 946 947 948 949 949 950 951 952 953 954 955 956 957 958 959 959 960 961 962 963 964 965 966 967 968 969 969 970 971 972 973 974 975 976 977 978 979 979 980 981 982 983 984 985 986 987 988 989 989 990 991 992 993 994 995 996 997 998 999 000 001 002 003 004 005 006 007 008 009 010 011 012 013 014 015 016 017 018 019 020 021 022 023 024 025 026 027 028 029 030 031 032 033 034 035 036 037 038 039 040 041 042 043 044 045 046 047 048 049 050 051 052 053 054 055 056 057 058 059 060 061 062 063 064 065 066 067 068 069 070 071 072 073 074 075 076 077 078 079 080 081 082 083 084 085 086 087 088 089 090 091 092 093 094 095 096 097 098 099 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 519 520 521 522 523 524 525 526 527 528 529 529 530 531 532 533 534 535 536 537 538 539 539 540 541 542 543 544 545 546 547 548 549 549 550 551 552 553 554 555 556 557 558 559 559 560 561 562 563 564 565 566 567 568 569 569 570 571 572 573 574 575 576 577 578 579 579 580 581 582 583 584 585 586 587 588 589 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 609 610 611 612 613 614 615 616 617 618 619 619 620 621 622 623 624 625 626 627 628 629 629 630 631 632 633 634 635 636 637 638 639 639 640 641 642 643 644 645 646 647 648 649 649 650 651 652 653 654 655 656 657 658 659 659 660 661 662 663 664 665 666 667 668 669 669 670 671 672 673 674 675 676 677 678 679 679 680 681 682 683 684 685 686 687 688 689 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 709 710 711 712 713 714 715 716 717 718 719 719 720 721 722 723 724 725 726 727 728 729 729 730 731 732 733 734 735 736 737 738 739 739 740 741 742 743 744 745 746 747 748 749 749 750 751 752 753 754 755 756 757 758 759 759 760 761 762 763 764 765 766 767 768 769 769 770 771 772 773 774 775 776 777 778 779 779 780 781 782 783 784 785 786 787 788 789 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 809 810 811 812 813 814 815 816 817 818 819 819 820 821 822 823 824 825 826 827 828 829 829 830 831 832 833 834 835 836 837 838 839 839 840 841 842 843 844 845 846 847 848 849 849 850 851 852 853 854 855 856 857 858 859 859 860 861 862 863 864 865 866 867 868 869 869 870 871 872 873 874 875 876 877 878 879 879 880 881 882 883 884 885 886 887 888 889 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 909 910 911 912 913 914 915 916 917 918
---------------------------------------	---

VERIFICATION

I, MICHAEL F. LEZZER, President of LEZZER HOLDINGS, INC., verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



Michael F. Lezzer
Michael F. Lezzer, President
Lezzer Holdings, Inc.

Date: 4-6-, 2006

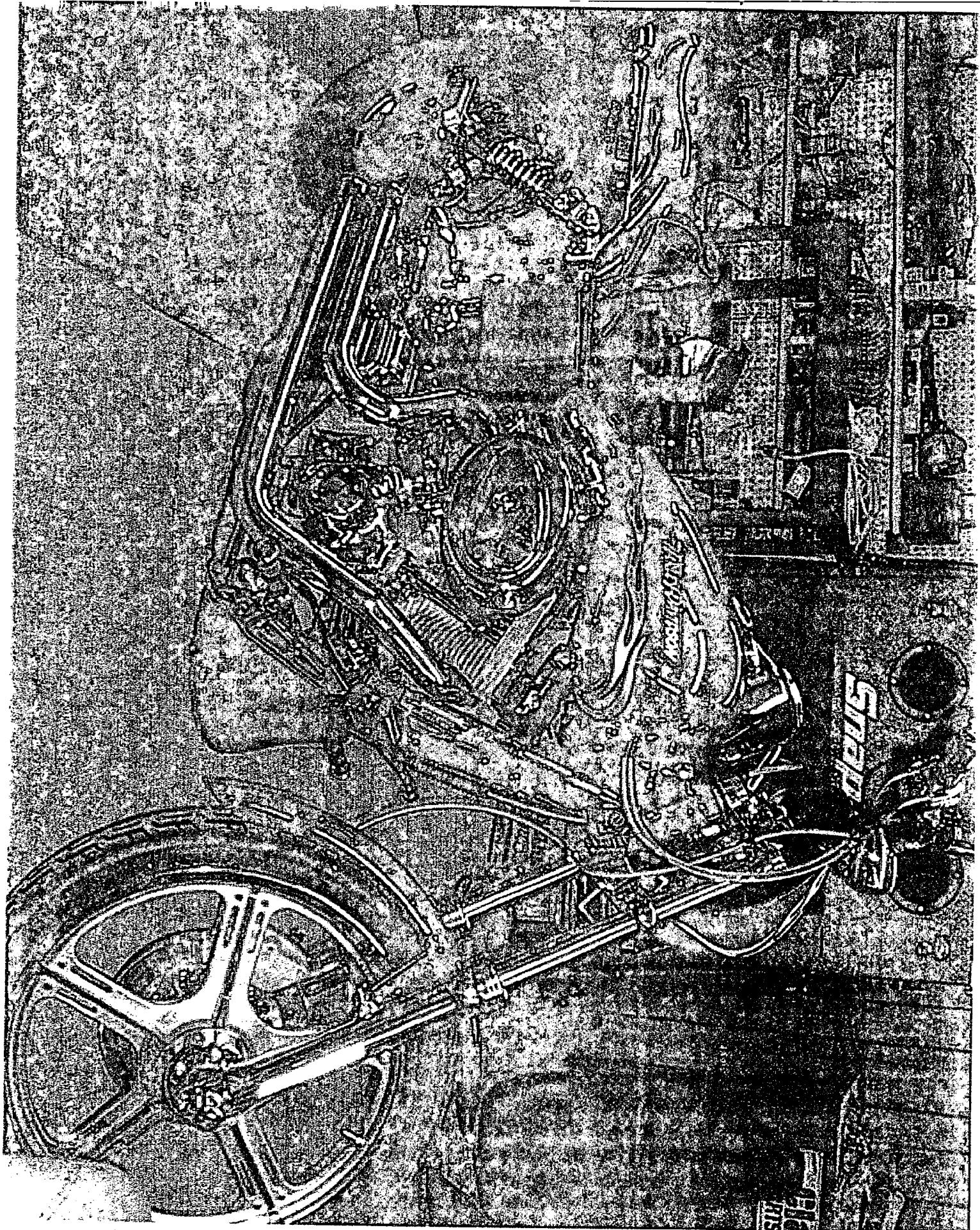
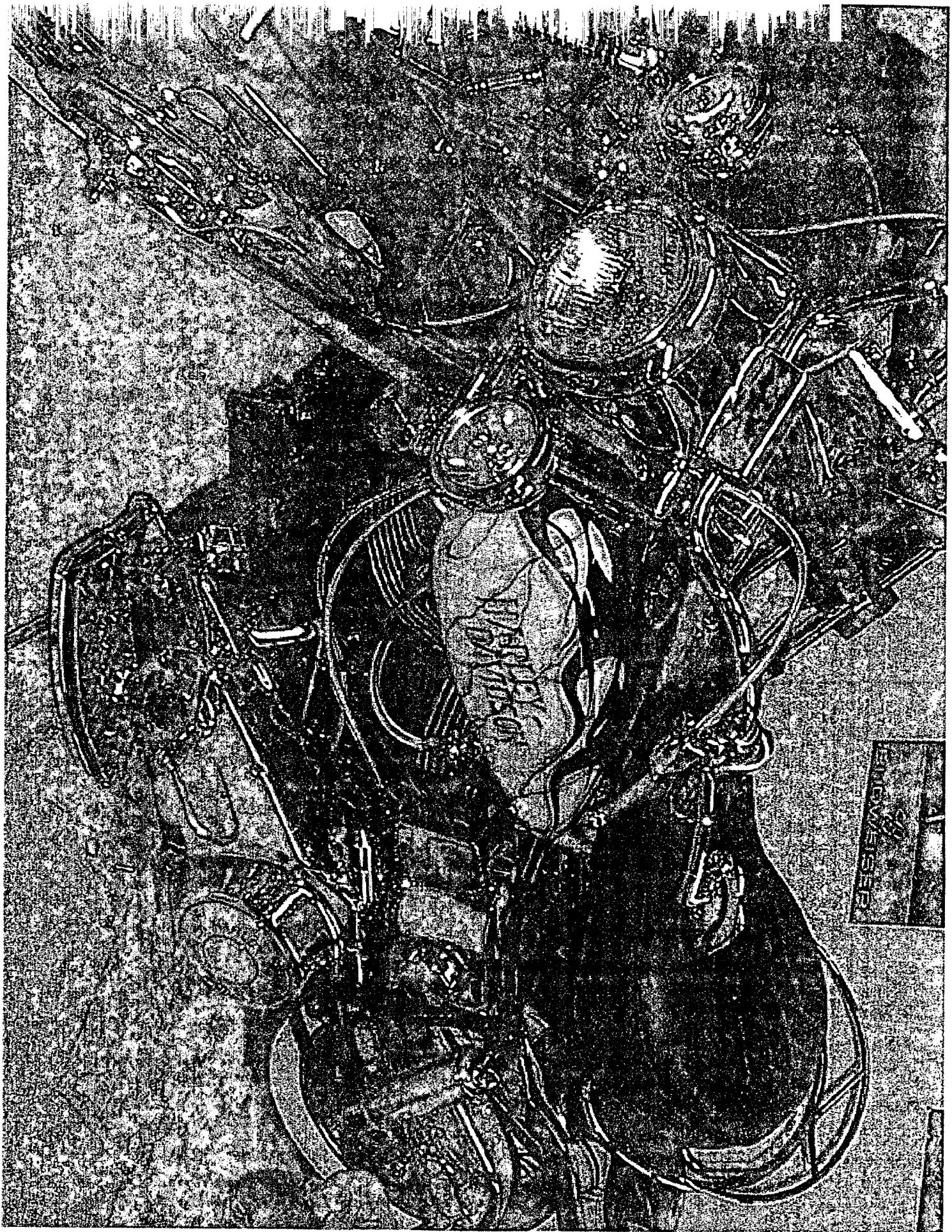


EXHIBIT "B" - to Motion - 3 pages

2003



2001



1972

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

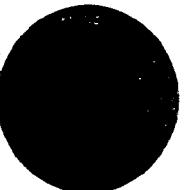
REPLEVIN BOND

KNOW ALL MEN BY THESE PRESENTS, that we, LEZZER HOLDINGS, INC., a Pennsylvania corporation and Cincinnati Insurance Co. are held and firmly bound unto the Commonwealth of Pennsylvania in the just and full sum of SEVENTY THOUSAND and 00/100 (\$70,000.00) DOLLARS, lawful money of Pennsylvania, to be paid to the said Commonwealth of Pennsylvania, their certain attorney, successors or assigns; to which payment well and truly to be made and done, we do bind ourselves and each of us, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents. Sealed with our seals, dated this 6th day of April, in the year two thousand and six (2006).

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound LEZZER HOLDINGS, INC., Plaintiff, in a certain Writ of Seizure issued in a Replevin Action, by Court of Common Pleas of Clearfield County, Commonwealth of Pennsylvania, Case No, _____, for certain goods and chattels mentioned in said Writ of the value of Thirty-four Thousand Six Hundred and 00/100 (\$34,600.00) Dollars, fail to maintain the Plaintiff's right to possession of such goods or chattels, it shall pay to the party thereunto entitled, the value of said goods and chattels, and all

legal costs, fees and damages, which the Defendant or other persons to whom such goods or chattels so seized belong, may sustain by reason of the issuance of above writ of seizure, then this obligation to be void and of none effect, otherwise to be and remain in full force and virtue.

Michael J. Leger President (SEAL)
Leger Holdings

Carol J. Ireland 
Carol J. Ireland, Power of Attorney

Sealed and delivered in the presence of us:

Andy Sato

witness to signature: Michael P. Leger

Lori J. Prestash

Lori J. Prestash
witness to Power of Attorney

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Deborah Bellmore-West; Thomas F. Casey; Jeffrey D. Bellmore; Rebecca L. Baroni; Carol J. Ireland; Dawn L. Shaw; Melinda D. Gallaher; Lori J. Prestash and/or Tammy Orcutt of Clearfield, Pennsylvania

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of August, 2004.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of August, 2004, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



THE CINCINNATI INSURANCE COMPANY

Daniel J. McBurdy

Senior Vice President

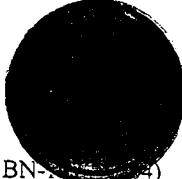
MARK J. HULLER, Attorney at Law

NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 6th day of April, 2006.

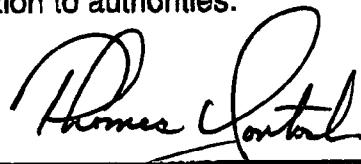


Gregor J. Schlaum

Secretary

VERIFICATION

I, THOMAS YONTOSH, Corporate Credit Manager of LEZZER HOLDINGS, INC., verify that the statements made in the foregoing Motion are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



Thomas Yontosh, Corporate Credit Manager
Lezzer Holdings, Inc.

Date: 4-6, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - 537 - CD
IN REPLEVIN

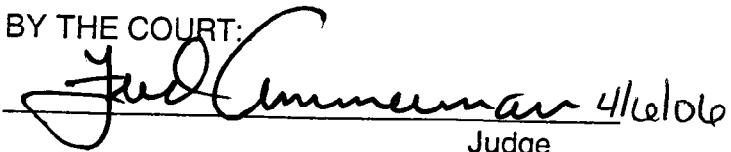
RICHARD A. HELSEL, Defendant

O R D E R

AND NOW, upon consideration of the Complaint in Replevin filed by Plaintiff, Lezzer Holdings, Inc., and the Motion for Ex parte Issuance of Writ of Seizure filed contemporaneously herewith by Plaintiff, Lezzer Holdings, Inc., and the Court noting that said Movant/Plaintiff has secured a Bond in double the amount of the estimated high value of the three (3) Harley Davidson Motorcycles sought to be seized, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Clearfield County Prothonotary is directed to immediately issue to the Clearfield County Sheriff, a Writ of Seizure authorizing the Sheriff's Office to immediately seize and take possession of the following personal property, currently situate at 216 Power Avenue, Clearfield, Pennsylvania 16830, and to deliver the same into the possession of Plaintiff until further Order of Court:
 - (a) 1972 Harley Davidson Motorcycle (VIN # 2A30604H2);
 - (b) 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
 - (c) 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474).
2. The form of the Writ of Seizure to be issued by the Prothonotary hereunder is attached hereto and made a part hereof as Exhibit "A".
3. Hearing on Plaintiff's Motion for Ex parte Issuance of Writ of Seizure and the subsequent seizure of said personal property by the Clearfield County Sheriff is hereby set for the 19th day of April, 2006, at 2:30 o'clock P.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT:


Fred Cunningham 4/6/06
Judge

FILED 2cc
04/24/06 Amy Gates
APR 06 2006
cm

William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 06 2006

William A. Shaw
Prothonotary/Clerk of Courts



COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

RICHARD A. HELSEL, Defendant

No. 06-537 - CD
IN REPLEVIN

WRIT OF SEIZURE

TO: CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY, PA

You are directed to seize the following property and deliver the same into the possession of authorized representatives of Plaintiff, Lezzer Holdings, Inc.:

A. 1972 Harley Davidson Motorcycle (VIN # 2A30604H2), presently situate at Defendant's business premises at 216 Power Avenue, Clearfield, PA 16830;

B. 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162), presently situate at Defendant's business premises at 216 Power Avenue, Clearfield, PA 16830; and

C. 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474), presently situate at Defendant's business premises at 216 Power Avenue, Clearfield, PA 16830.

If the property is found in the possession of anyone not already a Defendant, you are directed to add that person as a Defendant, notify that person that he or she has been added as a Defendant and is required to defend the action.

DATE OF WRIT: April 10, 2006



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06-537-CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

REPLEVIN BOND

KNOW ALL MEN BY THESE PRESENTS, that we, LEZZER HOLDINGS, INC., a Pennsylvania corporation and Cincinnati Insurance Co. are held and firmly bound unto the Commonwealth of Pennsylvania in the just and full sum of SEVENTY THOUSAND and 00/100 (\$70,000.00) DOLLARS, lawful money of Pennsylvania, to be paid to the said Commonwealth of Pennsylvania, their certain attorney, successors or assigns; to which payment well and truly to be made and done, we do bind ourselves and each of us, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents. Sealed with our seals, dated this 6th day of April, in the year two thousand and six (2006).

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound LEZZER HOLDINGS, INC., Plaintiff, in a certain Writ of Seizure issued in a Replevin Action, by Court of Common Pleas of Clearfield County, Commonwealth of Pennsylvania, Case No, 06-537-CD, for certain goods and chattels mentioned in said Writ of the value of Thirty-four Thousand Six Hundred and 00/100 (\$34,600.00) Dollars, fail to maintain the Plaintiff's right to possession of such goods or chattels, it shall pay to the party thereunto entitled, the value of said goods and chattels, and all

FILED *see*
04/06/2006 *Attala*
APR 06 2006 *No CC*

William A. Shaw
Prothonotary/Clerk of Courts

legal costs, fees and damages, which the Defendant or other persons to whom such goods or chattels so seized belong, may sustain by reason of the issuance of above writ of seizure, then this obligation to be void and of none effect, otherwise to be and remain in full force and virtue.

Michael F. Lezzer President (SEAL)
Lezzer Holdings

Carol J. Ireland (SEAL)
Carol J. Ireland, Power of Attorney

Sealed and delivered in the presence of us:

Jeff Soto

witness to signature: Michael R. Lezzer.

Lori J. Prestash

Lori J. Prestash
witness to Power of Attorney

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Deborah Bellmore-West; Thomas F. Casey; Jeffrey D. Bellmore; Rebecca L. Baroni; Carol J. Ireland; Dawn L. Shaw; Melinda D. Gallaher; Lori J. Prestash and/or Tammy Orcutt

of Clearfield, Pennsylvania its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of August, 2004.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of August, 2004, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 6th day of April, 2006.

George J. Schlaem
Secretary

BN-A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

RICHARD A. HELSEL, Defendant

No. 06 - 537 - CD
IN REPLEVIN

FILED
04/19/2006
APR 19 2006
William A. Shaw
Prothonotary/Clerk of Courts
cc: Amy Gates (will serve)
60

ORDER

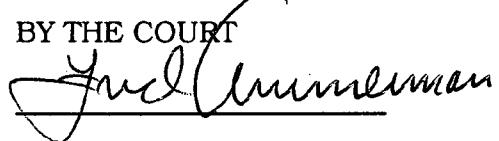
AND NOW, this 19th day of April, 2006, this being the date and time set aside for hearing on Plaintiff's, Lezzer Holdings, Inc., Motion For Ex parte Issuance of Writ of Seizure and following the Court's review of Plaintiff's Complaint in Replevin, including the Exhibits thereto, Plaintiff's Motion for Writ of Seizure, including the Exhibits thereto, and upon hearing the testimony of Thomas Yontosh, Corporate Credit Manager for Plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Court determines that Plaintiff, Lezzer Holdings, Inc., has established the validity of its claim to right of possession of the three Harley Davidson Motorcycles identified in its Complaint.

2. This Court is satisfied from the content of the pleadings and testimony offered that probable cause exists that had said ex parte Writ of Seizure not been issued, the Defendant or other persons in possession of said three Harley Davidson Motorcycles would likely have either concealed, disposed of, or removed the same outside Clearfield County and as such, the Court confirms its earlier Order of April 6, 2006 directing the Clearfield County Prothonotary immediately issue a Writ of Seizure to the Clearfield County Sheriff to seize and take possession of the three Harley Davidson Motorcycles identified in said Order.

3. Since testimony was presented at today's hearing that the 2003 Harley Davidson Motorcycle identified in Plaintiff's Complaint has been removed from the Commonwealth of Pennsylvania by the Defendant and has otherwise been concealed at a location unknown to the Plaintiff, pursuant to the authority vested in me by Pa. R.C.P. § 1081 I hereby direct that Defendant, Richard A. Helsel, is to deliver the aforementioned 2003 Harley Davidson Motorcycle (VIN# 1HD1BYB493Y064474) into the possession of the Clearfield County Sheriff's Office within 20 days of the date of this Order.

BY THE COURT


Judge Chumerman

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

No. 06-537-GD
IN REPLEVIN

LEZZER HOLDINGS, INC., Plaintiff

vs.

RICHARD A. HELSON, Defendant

ORDER

LAW OFFICES
GATES & SEAMAN

2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

APR 10 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101419
NO: 06-537-CD
SERVICE # 1 OF 1

COMPLAINT/REPLEVIN;MOT.WRIT/SEIZURE;NOTICE/HEARING

PLAINTIFF: LEZZER HOLDINGS, INC.
vs.
DEFENDANT: RICHARD A. HELSEL

SHERIFF RETURN

NOW, April 12, 2006 AT 2:00 PM SERVED THE WITHIN
COMPLAINT/REPLEVIN;MOT.WRIT/SEIZURE;NOTICE/HEARING ON RICHARD A. HELSEL DEFENDANT AT 399
CLEARFIELD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURA KELLY,
SECRETARY A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT/REPLEVIN;MOT.WRIT/SEIZURE;NOTICE/HEARING AND MADE KNOWN THE CONTENTS
THEREOF.

SERVED BY: COUDRIET /

FILED *cc*
04/19/2006
APR 19 2006
Atty Gates

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GATES	35442	10.00
SHERIFF HAWKINS	GATES	35442	20.39

Sworn to Before Me This

19th Day of April 2006
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Henn
Chester A. Hawkins
Sheriff

FILED

APR 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

WAH2 A MALLIN
Baldwin County
WY Commiss on Probate
1st Monda; 11 AM 2010
Clerk's Office, Circuit Court
by

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG. 101419

LEZZER HOLDINGS, INC.

NO. 06-537-CD

-VS-

RICHARD A. HELSEL

COMPLAINT/REPLEVIN;MOTION
WRIT OF SEIZURE; NOTICE/HEARING

FILED

07/24/06
APR 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

A M E N D E D
SHERIFF'S RETURN

NOW APRIL 19, 2006 AMEND RETURN STATING SERVICE WAS MADE ON RICHARD A. HELSEL, DEFENDANT BY
HANDING TO LAURA KELLY, SECRETARY AT EMPLOYMENT, 216 POWER AVE., CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA.

NO COSTS

SO ANSWERS,


by Marilyn Henry

CHESTER A. HAWKINS
SHERIFF

SWORN TO BEFORE ME THIS
____ DAY OF _____ 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff : No. 06- 537 -CD
Plaintiff : IN REPLEVIN
: Type of Case: Civil Action
: Type of Pleading: Certificate of Service
vs. : Filed on behalf of: Plaintiff
RICHARD A. HELSEL, Defendant : Counsel of Record for this
: Party:
: Andrew P. Gates
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766

FILED
0/11/18 cm
APR 25 2006 (JL)

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - 537 - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

CERTIFICATE OF SERVICE

I hereby certify that service was made by mailing a certified copy of the Court's Order of April 19, 2006 upon Defendant, Richard A. Helsel, by mailing the same in accordance with Pa.R.C.P. 440(a)(2)(i) to said individual's place of business, on the 20th day of April, 2006 by regular U. S. Mail, postage prepaid to the following address:

Richard A. Helsel
216 Power Avenue
Clearfield, PA 16830

Richard A. Helsel
P. O. Box 222
Clearfield, PA 16830

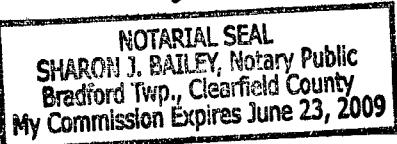
GATES & SEAMAN

BY: Andrew P. Gates

Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Sworn to and subscribed before
me this 24th day of April, 2006.

Sharon J. Bailey



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff : No. 06- 537 -CD
Plaintiff : IN REPLEVIN
Type of Case: Civil Action
Type of Pleading: MOTION FOR
ENTRY OF DEFAULT JUDGMENT
VS.
RICHARD A. HELSEL, Defendant : Filed on behalf of: Plaintiff
: Counsel of Record for this
: Party: Andrew P. Gates
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766

FILED
02:35pm MAY 24 2006
1CC to Atty Gates
MAY 24 2006 LM

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC. , Plaintiff :
:
-vs- : No. 06 - 537 - CD
: IN REPLEVIN
RICHARD A. HELSEL, Defendant :
:

MOTION FOR ENTRY OF DEFAULT JUDGMENT

AND NOW COMES, Lezzer Holdings, Inc., by its attorneys, Gates & Seaman, and moves this Honorable Court to enter a Default Judgment in Replevin as this Court is authorized to do pursuant to Pa. R.C.P. §1037(c) and in support thereof states the following:

1. Plaintiff's Complaint in Replevin was filed with the Prothonotary of Clearfield County, Pennsylvania, on April 6, 2006.
2. Thereafter, Defendant, Richard A. Helsel, was served with a certified copy of Plaintiff's Complaint in Replevin by virtue of the Clearfield County Sheriff's serving an adult individual in charge of said Defendant's business on April 12, 2006 as set forth in the Sheriff's Return of Service appearing of record, a copy of which is attached hereto and made a part hereof as Exhibit "A".
3. Likewise, pursuant to the issuance of an Ex parte Writ of Seizure, the Clearfield County Sheriff's Department, also on April 12, 2006, did take into possession two (2) Harley Davidson Motorcycles which were situate at

Defendant's place of business with said motorcycles being identified as follows:

- (i) 1972 Harley Davidson Motorcycle (VIN # 2A30604H2); and
- (ii) 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162).

4. Since Defendant, Richard A. Helsel, did not file a responsive pleading to Plaintiff's Complaint in Replevin within twenty (20) days of being served therewith, Plaintiff's counsel sent by regular U. S. Mail, postage prepaid, on May 4, 2006, the mandatory notice of Plaintiff's intent to have default judgment entered unless Defendant took appropriate action within ten (10) days as provided for pursuant to Pa. R.C.P. §237.1(a)(2)(ii). Attached hereto and made a part hereof, collectively, as Exhibit "B" is a copy of the Notice mailed to the Defendant and the original postal service form 3817 evidencing said mailing.

5. Despite being served with a certified copy of the Complaint in Replevin on April 12, 2006 and being served with the Notice of intent to take default judgment on May 4, 2006, Defendant, Richard A. Helsel, has failed to file an answer or any other responsive pleading to Plaintiff's Complaint.

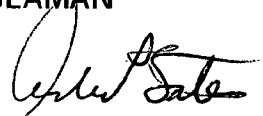
6. Since Plaintiff posted a Bond with the Prothonotary at the time said Writ of Seizure was issued, the Clearfield County Sheriff's Office

delivered possession of the aforementioned 1972 and 2001 Harley Davidson Motorcycles into the possession of Plaintiff.

7. Since Plaintiff, Lezzer Holdings, Inc., is now in possession of said 1972 and 2001 Harley Davidson Motorcycles described herein, it is appropriate, pursuant to Pa. R.C.P. §1084, for judgment to be entered in favor of Plaintiff, Lezzer Holdings, Inc., and against Defendant, Richard A. Helsel, ratifying that Plaintiff, Lezzer Holdings, Inc., is entitled to retain possession of said 1972 and 2001 Harley Davidson Motorcycles as well as to dispose of the same in accordance with existing law.

WHEREFORE, Plaintiff, Lezzer Holdings, Inc., prays that this Honorable Court enter judgment in determining Plaintiff's right to retain possession of said 1972 and 2001 Harley Davidson Motorcycles and to hereafter dispose of the same in accordance with existing law.

GATES & SEAMAN

By: 

Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Date: May 24, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101419
NO: 06-537-CD
SERVICE # 1 OF 1

COMPLAINT/REPLEVIN;MOT.WRIT/SEIZURE;NOTICE/HEARING

PLAINTIFF: LEZZER HOLDINGS, INC.
vs.
DEFENDANT: RICHARD A. HELSEL

COPY

SHERIFF RETURN

NOW, April 12, 2006 AT 2:00 PM SERVED THE WITHIN
COMPLAINT/REPLEVIN;MOT.WRIT/SEIZURE;NOTICE/HEARING ON RICHARD A. HELSEL DEFENDANT AT 399
CLEARFIELD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURA KELLY,
SECRETARY A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT/REPLEVIN;MOT.WRIT/SEIZURE;NOTICE/HEARING AND MADE KNOWN THE CONTENTS
THEREOF.

SERVED BY: COUDRIET /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GATES	35442	10.00
SHERIFF HAWKINS	GATES	35442	20.39

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 ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - 537 - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

TO: **RICHARD A. HELSEL**
216 Power Avenue
Clearfield, PA 16830

DATE OF NOTICE: May 4, 2006

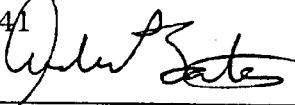
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

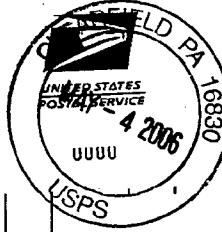
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641


Andrew P. Gates, Esquire,
Attorney for Plaintiff

P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From	GATES & SEAMAN	
	2 North Front Street	
	P.O. Box 846	
	Clearfield, PA 16830	
One piece of ordinary mail addressed to:		
Richard A. Helsel		
216 Power Avenue		
Clearfield, PA 16830		
U.S. POSTAGE PAID CLEARFIELD, PA 16830 MAY 14, 06 AMOUNT		
\$0.95		
00068283-07		



PS Form 3817, January 2001

VERIFICATION

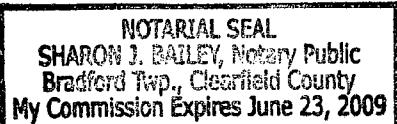
Andrew P. Gates, Esquire, Attorney for Plaintiff, Lezzer Holdings, Inc., being duly sworn according to law, deposes and says that he is authorized to make this Verification and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Sworn to and subscribed before me this

24th day of May 2006.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC. , Plaintiff

-VS-

No. 06 - 537 - CD
IN REPLEVIN

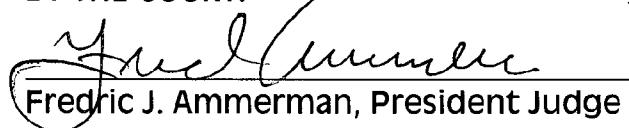
RICHARD A. HELSEL, Defendant

O R D E R

AND NOW, this 24 day of May, 2006, the Court
having read and considered Plaintiff, Lezzer Holdings, Inc.'s, Motion for
Default Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff, Lezzer Holdings, Inc., is entitled to retain possession
of the 1972 Harley Davidson Motorcycle (VIN #2A30604H2) and the 2001
Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
2. Plaintiff, Lezzer Holdings, Inc., may otherwise dispose of said
1972 and 2001 Harley Davidson Motorcycles in accordance with
existing law.

BY THE COURT:

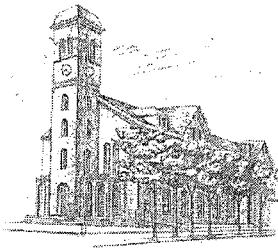

Fredric J. Ammerman, President Judge

FILED
04/00/04
MAY 25 2006
Att Gavels

William A. Shaw
Prothonotary/Clerk of Courts

A
MAY 24 2006

William A. Shaw
Prothonotary



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: 5/25/06

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:

ORDER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC.,
Plaintiff

: No. 06- 537 -CD
IN REPLEVIN

: Type of Case: Civil Action

: Type of Pleading: MOTION FOR
RELEASE OF ATTACHMENT OF 2003
HARLEY DAVIDSON MOTORCYCLE
AND FOR RESCISSION OF A
PORTION OF THIS COURT'S ORDER
OF APRIL 19, 2006

VS.

RICHARD A. HELSEL, Defendant

: Filed on behalf of: Plaintiff

: Counsel of Record for this
Party: Andrew P. Gates

: Supreme Court No.: 36604

: GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

MAY 26 2006

013:10 (u)

William A. Shaw
Prothonotary/Clerk of Courts

2 CENTS TO APPLIC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

LEZZER HOLDINGS, INC. , Plaintiff :
-VS- : No. 06 - 537 - CD
RICHARD A. WEISZEL, Defendant : IN REPLEVIN

**MOTION FOR RELEASE OF ATTACHMENT OF 2003 HARLEY DAVIDSON
MOTORCYCLE AND FOR RESCISSION OF A PORTION
OF THIS COURT'S ORDER OF APRIL 19, 2006**

AND NOW comes, Plaintiff, Lezzer Holdings, Inc., by their attorneys, Gates and Seaman, and moves this Honorable Court to enter an Order and in support thereof avers the following:

1. Following the hearing on Plaintiff's Motion for Ex parte Issuance of Writ of Seizure, this Honorable Court entered an Order dated April 19, 2006 wherein in Paragraph 3 thereof the Court did direct that Defendant, Richard A. Helsel, deliver the therein identified 2003 Harley Davidson Motorcycle into the possession of Clearfield County Sheriff's Office within twenty (20) days. Attached hereto and made a part hereof is a photocopy of the aforementioned April 19, 2006 Order.

2. Since the date of the aforementioned Order, Defendant, Richard A. Helsel, delivered into the possession of Plaintiff, other collateral which Plaintiff may liquidate for purposes of applying the liquidation proceeds against the underlying debt owed by the Defendant and which other

collateral exceeds the value of the aforementioned 2003 Harley Davidson Motorcycle.

3. Plaintiff has directed its counsel to move this Court to enter an Order releasing the Sheriff's attachment of said 2003 Harley Davidson Motorcycle and for the Court to otherwise rescind Paragraph 3 of its Order of April 19, 2006.

4. Plaintiff's direction to counsel to do so is set forth in its letter dated May 26, 2006, a photocopy of which is attached hereto and made a part hereof as Exhibit "B".

WHEREFORE, Plaintiff, Lezzer Holdings, Inc., prays that this Honorable Court enter an Order which:

a. Releases the attachment upon the aforementioned 2003 Harley Davidson Motorcycle created by Paragraph 3 of this Court's Order of April 19, 2006; and

b. Otherwise, rescinds Paragraph 3 of its Order of April 19, 2006 issued in the above-captioned matter.

Respectfully submitted:

GATES & SEAMAN

By: Andrew P. Gates

Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Date: May 26, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06 - 537 - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

ORDER

AND NOW, this 19th day of April, 2006, this being the date and time set aside for hearing on Plaintiff's, Lezzer Holdings, Inc., Motion For Ex parte Issuance of Writ of Seizure and following the Court's review of Plaintiff's Complaint in Replevin, including the Exhibits thereto, Plaintiff's Motion for Writ of Seizure, including the Exhibits thereto, and upon hearing the testimony of Thomas Yontosh, Corporate Credit Manager for Plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Court determines that Plaintiff, Lezzer Holdings, Inc., has established the validity of its claim to right of possession of the three Harley Davidson Motorcycles identified in its Complaint.

2. This Court is satisfied from the content of the pleadings and testimony offered that probable cause exists that had said ex parte Writ of Seizure not been issued, the Defendant or other persons in possession of said three Harley Davidson Motorcycles would likely have either concealed, disposed of, or removed the same outside Clearfield County and as such, the Court confirms its earlier Order of April 6, 2006 directing the Clearfield County Prothonotary immediately issue a Writ of Seizure to the Clearfield County Sheriff to seize and take possession of the three Harley Davidson Motorcycles identified in said Order.

3. Since testimony was presented at today's hearing that the 2003 Harley Davidson Motorcycle identified in Plaintiff's Complaint has been removed from the Commonwealth of Pennsylvania by the Defendant and has otherwise been concealed at a location unknown to the Plaintiff, pursuant to the authority vested in me by Pa. R.C.P. § 1081 I hereby direct that Defendant, Richard A. Helsel, is to deliver the aforementioned 2003 Harley Davidson Motorcycle (VIN# 1HD1BYB493Y064474) to the possession of the Clearfield County Sheriff's Office within 20 days of the date of this Order.

File a copy of this order with the Sheriff's Office in this case.

BY THE COURT
/s/ Fredric J. Ammerman

EXHIBIT "A"

Attest.
APR 19 2006
Fredric J. Ammerman
Prothonotary
Clerk of Courts



**Corporate Office: P. O. Box 217
Schofield Street
Curwensville, PA 16833
(814) 236-0220 Phone
(814) 236-2697 Fax**

May 26, 2006

Andrew Gates
Gates & Seaman
P.O. Box 846
Clearfield, PA 16830

Re: Richard A. Helsel

Dear Mr Gates,

We are requesting you to direct the court to release the order of attachment on the Harley Davidson Motorcycle for the above referenced individual.

If you have any questions, please contact me.

Sincerely,

Thomas Yontosh
Corporate Credit Manager

Indiana
State College

Dubois

Curwensville
Cranberry

Butler

Grove City

ML

VERIFICATION

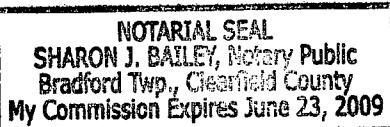
Andrew P. Gates, Esquire, Attorney for Plaintiff, Lezzer Holdings, Inc., being duly sworn according to law, deposes and says that he is authorized to make this Verification on behalf of Lezzer Holdings, Inc., and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Sworn to and subscribed before me this

26th day of May 2006.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

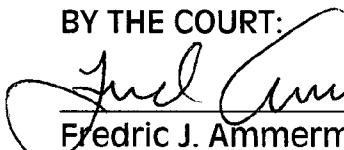
LEZZER HOLDINGS, INC. , Plaintiff :
:
-vs- : No. 06 - 537 - CD
: IN REPLEVIN
RICHARD A. HELSEL, Defendant :
:

O R D E R

AND NOW, this 30th day of May, 2006, the Court
having read and considered Plaintiff, Lezzer Holdings, Inc.'s, Motion for
Release of Attachment of 2003 Harley Davidson Motorcycle And For
Rescission Of a Portion of This Court's Order of April 19, 2006, IT IS HEREBY
ORDERED, ADJUDGED AND DECREED that:

1. The attachment created upon the Defendant's 2003 Harley Davidson Motorcycle by Paragraph 3 of this Court's Order of April 19, 2006 is hereby extinguished and released; and
2. Paragraph 3 of this Court's Order of April 19, 2006 issued in the above-captioned matter is otherwise rescinded.

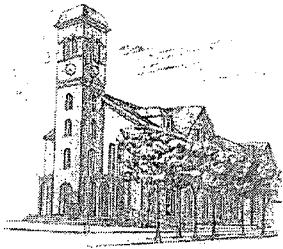
BY THE COURT:



Fredric J. Ammerman, President Judge

FILED ^{acc}
06.30.06 Atty Gates
MAY 31 2006 *cc*

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: 5/31/06

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 ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff : No. 06- 537 -CD
vs. : IN REPLEVIN
: Type of Case: Civil Action
: Type of Pleading: Praecipe
: Filed on behalf of: Plaintiff
RICHARD A. HELSEL, Defendant : Counsel of Record for this Party:
: Andrew P. Gates
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766
:

FILED

JUN 01 2006

06111746 (w)
William A. Shaw
Prothonotary/Clerk of Courts

1 CENT W/NOTICE TO
DEPT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

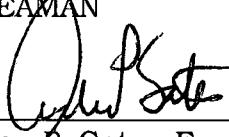
LEZZER HOLDINGS, INC. , Plaintiff :
-vs- : No. 06 - 537 - CD
RICHARD A. HELSEL, Defendant : IN REPLEVIN

PRAECLPICE

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly enter Judgment in favor of Plaintiff, Lezzer Holdings, Inc. and against Defendant, Richard A. Helsel, in accordance with the Court's Order of May 24, 2006, a photocopy of which is herewith enclosed.

GATES & SEAMAN

By: 

Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Date: May 31, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC. , Plaintiff :
-VS- : No. 06 - 537 - CD
RICHARD A. HELSEL, Defendant : IN REPLEVIN

O R D E R

AND NOW, this 24 day of May, 2006, the Court
having read and considered Plaintiff, Lezzer Holdings, Inc.'s, Motion for
Default Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff, Lezzer Holdings, Inc., is entitled to retain possession
of the 1972 Harley Davidson Motorcycle (VIN #2A30604H2) and the 2001
Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
2. Plaintiff, Lezzer Holdings, Inc., may otherwise dispose of said
1972 and 2001 Harley Davidson Motorcycles in accordance with
existing law.

BY THE COURT:
/s/ Fredric J. Ammerman

Fredric J. Ammerman, President Judge

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

MAY 25 2006

Attest.

[Signature]
Prothonotary/
Clerk of Courts

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

LEZZER HOLDINGS, INC. , Plaintiff :
-vs- : No. 06 - 537 - CD
RICHARD A. HELSEL, Defendant : IN REPLEVIN

TO: RICHARD A. HELSEL
216 Power Avenue
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in accordance with Court Order dated May 24, 2006, a photocopy of which is attached hereto and made a part hereof as Exhibit "A".

William A. Shaw, Prothonotary

By 
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC. , Plaintiff :
-vs- : No. 06 - 537 - CD
RICHARD A. HELSEL, Defendant : IN REPLEVIN

Q R D E R

AND NOW, this 24 day of May, 2006, the Court
having read and considered Plaintiff, Lezzer Holdings, Inc.'s, Motion for
Default Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff, Lezzer Holdings, Inc., is entitled to retain possession of the 1972 Harley Davidson Motorcycle (VIN #2A30604H2) and the 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162); and
2. Plaintiff, Lezzer Holdings, Inc., may otherwise dispose of said 1972 and 2001 Harley Davidson Motorcycles in accordance with existing law.

BY THE COURT:
/s/ Fredric J. Ammerman

Fredric J. Ammerman, President Judge

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

MAY 25 2006

Attest

William L. Gray
Prothonotary/
Clerk of Courts

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20314
NO: 06-537-CD

PLAINTIFF: LEZZER HOLDINGS, INC.

VS.

DEFENDANT: RICHARD A. HELSEL

Execution SEIZURE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/06/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/16/2006

DATE DEED FILED

PROPERTY ADDRESS 216 POWER AVENUE CLEARFIELD, PA 16830

FILED
09:43 AM
JUN 20 2006

William A. Shaw
Prothonotary

SERVICES
04/12/2006 @ 2:00 PM SERVED RICHARD HELSEL

SERVED RICHARD HELSEL, DEFENDANT, AT HIS PLACE OF EMPLOYMENT 216 POWER AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LAURA KELLY, SECRETARY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF SEIZURE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, APRIL 12, 2006 SHERIFF'S DEPUTIES SEIZED 2 MOTORCYCLES PER COURT ORDER. THE 2003 HARLEY DAVIDSON MOTORCYCLE WAS OUT OF STATE.

@ SERVED

NOW, JUNE 2, 2006 RECEIVED A LETTER FROM PLAINTIFF'S ATTORNEY TO RELEASE THE 2003 HARLEY DAVIDSON MOTORCYCLE FROM ATTACHMENT. THE DEFENDANT MADE OTHER PAYMENT ARRANGEMENTS WITH THE PLAINTIFF.

@ SERVED

NOW, JUNE 16, 2006 RETURN THE WRIT AS BEING SERVED. PROPERTY WAS SEIZED FOR THE PLAINTIFF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20314
NO: 06-537-CD

PLAINTIFF: LEZZER HOLDINGS, INC.

vs.

DEFENDANT: RICHARD A. HELSEL

Execution SEIZURE

SHERIFF RETURN

SHERIFF HAWKINS \$43.12

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

16th Day of January 2006
C. A. Hawkins

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2011
Clearfield Co., Clearfield

So Answers,

Chester A. Hawkins
By Cynthia Butler - Dephonice
Chester A. Hawkins
Sheriff

GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

Certified a true and
correct copy.

.....
Attorney for

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff

-vs-

No. 06-537-CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

WRIT OF SEIZURE

TO: CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY, PA

You are directed to seize the following property and deliver the same into the possession of authorized representatives of Plaintiff, Lezzer Holdings, Inc.:

A. 1972 Harley Davidson Motorcycle (VIN # 2A30604H2), presently situate at Defendant's business premises at 216 Power Avenue, Clearfield, PA 16830;

B. 2001 Harley Davidson Motorcycle (VIN # 1HD1PBV131Y951162), presently situate at Defendant's business premises at 216 Power Avenue, Clearfield, PA 16830; and

C. 2003 Harley Davidson Motorcycle (VIN # 1HD1BYB493Y064474).

presently situate at Defendant's business premises at 216 Power Avenue, Clearfield, PA 16830.

If the property is found in the possession of anyone not already a Defendant, you are directed to add that person as a Defendant, notify that person that he or she has been added as a Defendant and is required to defend the action.

DATE OF WRIT: April 16, 2006


William A. Shaw, Prothonotary

LEWIS & SEAWAY
NORTH FRONT STREET
CLEARFIELD, PA. 16830

certified copy
COPIED COPY

Attorney for

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC. , Plaintiff

-vs-

No. 06 - 537 - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

ORDER

AND NOW, this 19th day of April, 2006, this being the date and time set aside for hearing on Plaintiff's, Lezzer Holdings, Inc., Motion For Ex parte Issuance of Writ of Seizure and following the Court's review of Plaintiff's Complaint in Replevin, including the Exhibits thereto, Plaintiff's Motion for Writ of Seizure, including the Exhibits thereto, and upon hearing the testimony of Thomas Yontosh, Corporate Credit Manager for Plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Court determines that Plaintiff, Lezzer Holdings, Inc., has established the validity of its claim to right of possession of the three Harley Davidson Motorcycles identified in its Complaint.

2. This Court is satisfied from the content of the pleadings and testimony offered that probable cause exists that had said ex parte Writ of Seizure not been issued, the Defendant or other persons in possession of said three Harley Davidson Motorcycles would likely have either concealed, disposed of, or removed the same outside Clearfield County and as such, the Court confirms its earlier Order of April 6, 2006 directing the Clearfield County Prothonotary immediately issue a Writ of Seizure to the Clearfield County Sheriff to seize and take possession of the three Harley Davidson Motorcycles identified in said Order.

3. Since testimony was presented at today's hearing that the 2003 Harley Davidson Motorcycle identified in Plaintiff's Complaint has been removed from the Commonwealth of Pennsylvania by the Defendant and has otherwise been concealed at a location unknown to the Plaintiff, pursuant to the authority vested in me by Pa. R.C.P. § 1081 I hereby direct that Defendant, Richard A. Helsel, is to deliver the aforementioned 2003 Harley Davidson Motorcycle (VIN# 1HD1BYB493Y064474) to the possession of the Clearfield County Sheriff's Office within 20 days of the date of this Order.

FJA/BM

Attest.
I hereby certify this to be a true and correct copy of the original
statement made in this case.

APR 19 2006

W. J. Ammerman
Prothonotary/
Clerk of Courts

BY THE COURT
/s/ Fredric J. Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC. , Plaintiff :
: :
-VS- : No. 06 - 537 - CD
: IN REPLEVIN
RICHARD A. HELSEL, Defendant :
:

**MOTION FOR RELEASE OF ATTACHMENT OF 2003 HARLEY DAVIDSON
MOTORCYCLE AND FOR RESCISSION OF A PORTION
OF THIS COURT'S ORDER OF APRIL 19, 2006**

AND NOW comes, Plaintiff, Lezzer Holdings, Inc., by their attorneys, Gates and Seaman, and moves this Honorable Court to enter an Order and in support thereof avers the following:

1. Following the hearing on Plaintiff's Motion for Ex parte Issuance of Writ of Seizure, this Honorable Court entered an Order dated April 19, 2006 wherein in Paragraph 3 thereof the Court did direct that Defendant, Richard A. Helsel, deliver the therein identified 2003 Harley Davidson Motorcycle into the possession of Clearfield County Sheriff's Office within twenty (20) days. Attached hereto and made a part hereof is a photocopy of the aforementioned April 19, 2006 Order.
2. Since the date of the aforementioned Order, Defendant, Richard A. Helsel, delivered into the possession of Plaintiff, other collateral which Plaintiff may liquidate for purposes of applying the liquidation proceeds against the underlying debt owed by the Defendant and which other

collateral exceeds the value of the aforementioned 2003 Harley Davidson Motorcycle.

3. Plaintiff has directed its counsel to move this Court to enter an Order releasing the Sheriff's attachment of said 2003 Harley Davidson Motorcycle and for the Court to otherwise rescind Paragraph 3 of its Order of April 19, 2006.

4. Plaintiff's direction to counsel to do so is set forth in its letter dated May 26, 2006, a photocopy of which is attached hereto and made a part hereof as Exhibit "B".

WHEREFORE, Plaintiff, Lezzer Holdings, Inc., prays that this Honorable Court enter an Order which:

a. Releases the attachment upon the aforementioned 2003 Harley Davidson Motorcycle created by Paragraph 3 of this Court's Order of April 19, 2006; and

b. Otherwise, rescinds Paragraph 3 of its Order of April 19, 2006 issued in the above-captioned matter.

Respectfully submitted:

GATES & SEAMAN

By: Andrew P. Gates

Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Date: May 26, 2006

NEW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 346
CLEARFIELD, PA 16830

Certified as true and
correct copy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC., Plaintiff :
-vs- : No. 06 - 537 - CD
RICHARD A. HELSEL, Defendant : IN REPLEVIN

ORDER

AND NOW, this 19th day of April, 2006, this being the date and time set aside for hearing on Plaintiff's, Lezzer Holdings, Inc., Motion For Ex parte Issuance of Writ of Seizure and following the Court's review of Plaintiff's Complaint in Replevin, including the Exhibits thereto, Plaintiff's Motion for Writ of Seizure, including the Exhibits thereto, and upon hearing the testimony of Thomas Yontosh, Corporate Credit Manager for Plaintiff, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Court determines that Plaintiff, Lezzer Holdings, Inc., has established the validity of its claim to right of possession of the three Harley Davidson Motorcycles identified in its Complaint.

2. This Court is satisfied from the content of the pleadings and testimony offered that probable cause exists that had said ex parte Writ of Seizure not been issued, the Defendant or other persons in possession of said three Harley Davidson Motorcycles would likely have either concealed, disposed of, or removed the same outside Clearfield County and as such, the Court confirms its earlier Order of April 6, 2006 directing the Clearfield County Prothonotary immediately issue a Writ of Seizure to the Clearfield County Sheriff to seize and take possession of the three Harley Davidson Motorcycles identified in said Order.

3. Since testimony was presented at today's hearing that the 2003 Harley Davidson Motorcycle identified in Plaintiff's Complaint has been removed from the Commonwealth of Pennsylvania by the Defendant and has otherwise been concealed at a location unknown to the Plaintiff, pursuant to the authority vested in me by Pa. R.C.P. § 1081 I hereby direct that Defendant, Richard A. Helsel, is to deliver the aforementioned 2003 Harley Davidson Motorcycle (VIN# 1HD1BYB493Y064474) to the possession of the Clearfield County Sheriff's Office within 20 days of the date of this Order.

FJA/SD

Attest
and witness this
day of April 19, 2006
in the original
statement made in this case.

BY THE COURT
/s/ Fredric J. Ammerman

EXHIBIT "A"

APR 19 2006



**Corporate Office: P. O. Box 217
Schofield Street
Curwensville, PA 16833
(814) 236-0220 Phone
(814) 236-2697 Fax**

May 26, 2006

Andrew Gates
Gates & Seaman
P.O. Box 846
Clearfield, PA 16830

Re: Richard A. Helsel

Dear Mr Gates,

We are requesting you to direct the court to release the order of attachment on the Harley Davidson Motorcycle for the above referenced individual.

If you have any questions, please contact me.

Sincerely,

Thomas Yontosh
Corporate Credit Manager

Indiana

Dubois
State College

Dubois

State College

Curwensville

Cranberry

Butler

Grove City

ML

VERIFICATION

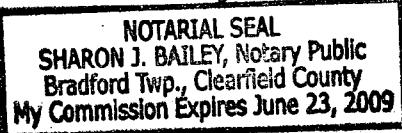
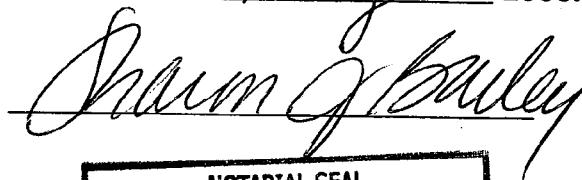
Andrew P. Gates, Esquire, Attorney for Plaintiff, Lezzer Holdings, Inc., being duly sworn according to law, deposes and says that he is authorized to make this Verification on behalf of Lezzer Holdings, Inc., and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



Andrew P. Gates, Esquire
Attorney for Plaintiff,
Lezzer Holdings, Inc.

Sworn to and subscribed before me this

26th day of May 2006.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LEZZER HOLDINGS, INC. , Plaintiff

-VS-

No. 06 - 537 - CD
IN REPLEVIN

RICHARD A. HELSEL, Defendant

O R D E R

AND NOW, this 30th day of May, 2006, the Court
having read and considered Plaintiff, Lezzer Holdings, Inc.'s, Motion for
Release of Attachment of 2003 Harley Davidson Motorcycle And For
Rescission Of a Portion of This Court's Order of April 19, 2006, IT IS HEREBY
ORDERED, ADJUDGED AND DECREED that:

1. The attachment created upon the Defendant's 2003 Harley Davidson Motorcycle by Paragraph 3 of this Court's Order of April 19, 2006 is hereby extinguished and released; and
2. Paragraph 3 of this Court's Order of April 19, 2006 issued in the above-captioned matter is otherwise rescinded.

BY THE COURT:

/s/ Fredric J. Ammerman

Fredric J. Ammerman, President Judge

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

MAY 31 2006

Attest,

William B. Ammerman
Prothonotary/
Clerk of Courts

FILED

JUN 20 2006

William A. Shaw
Prothonotary