



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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

:  
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:  
: No. 06 - 1442 - CD  
:  
:  
: COMPLAINT  
:  
:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
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FILED <sup>85.00</sup>  
9/3:00 am 4cc <sup>Att</sup> Belin  
SEP 06 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
vs. : No. 06 - - CD  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

**NOTICE**

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

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
vs. : No. 06 - - CD  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

COMPLAINT

AND NOW COMES Plaintiff, Joan P. Wisor, Executrix of the Estate of Norman R. Wisor, by and through her attorneys, Belin, Kubista & Ryan, and sets forth the following Complaint and in support thereof would aver as follows:

1. Plaintiff is Joan P. Wisor, the Executrix of the Norman R. Wisor Estate, who is an individual who resides at 2191 Long Run Road, West Decatur, Clearfield County, Pennsylvania 16878.

2. That Norman R. Wisor was an individual who resided at 2191 Long Run Road, West Decatur, Clearfield County, Pennsylvania 16878, who died on June 5, 2006, and who had a Last Will and Testament which has been probated in the Register of Wills of Clearfield county, Pennsylvania, and Joan P. Wisor has been appointed the Executrix of his Estate ("Wisor").

3. That Defendants are Ronald P. Boyles, Sr., and Jacquelyn S. Boyles, his wife, individuals who reside at 340 Parker Road, Clearfield, Pennsylvania 16830.

4. That Wisor was the owner of all the shares of the common stock of Clearfield Electronic Supply Co., Inc., a Pennsylvania corporation ("CESC").

5. That Wisor sold all the shares of CESC to The Phone Guys, Inc. ("Phone Guys") by an agreement dated April 2, 1997.

6. That as a part of the consideration for the agreement, the Phone Guys executed a note in the amount of \$150,000.00, which was the purchase price of CESC.

7. That after the execution of said purchase agreement the parties then renegotiated the amount of the agreement whereby Wisor agreed to reduce the price of CESC stock to \$136,000.00, on or about October 1, 1997.

8. That following said reduction, the parties then prepared an amortization schedule for the note for the sum of \$136,000.00 which was paid by the Phone Guys through March 1, 2006, which left a balance due of \$37,886.44.

9. That the Phone Guys discontinued making any further payments to Wisor and have failed and refused to make any further payments despite a demand made on August 8, 2006.

10. That under said note, Wisor is empowered to accelerate the total amount due in the event makers are in default of said note.

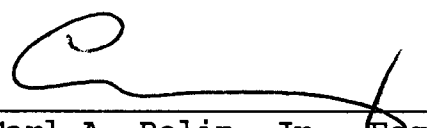
11. That Wisor is accelerating the total amount due and sues for the outstanding balance of \$37,886.44.

12. That as a part of the sales agreement hereinbefore referred to Ronald P. Boyles, Sr., and Jacquelyn S. Boyles, guaranteed the amounts due on the sales agreement on April 2, 1997. A copy of said Guaranty Agreement is attached hereto and marked Exhibit "1."

13. That under the terms of said Guaranty Agreement Boyles are liable for the amount sue under the purchase agreement in the amount of \$37,886.44.

WHEREFORE, Wisor demands judgment from The Phone Guys and Ronald P. Boyles, Sr., and Jacquelyn S. Boyles, in the amount of \$37,886.44, together with interest and reasonable attorneys fees as set forth in said note.

BELIN, KUBISTA & RYAN

By   
Carl A. Belin, Jr., Esq.  
Attorney for Plaintiff

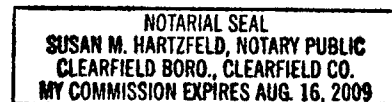
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared JOAN P. WISOR, being duly sworn according to law, deposes and says that she has been appointed Executrix of the Estate of Norman R. Wisor, and that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

Joan P. Wisor  
Joan P. Wisor

Sworn and subscribed before me this 6<sup>th</sup> day of September, 2006.

Susan M. Hartzfeld  
Notary Public



## GUARANTY

For value received, receipt whereof is hereby acknowledged, and to induce NORMAN R. WISOR (hereinafter referred to as the "Seller") to enter into an agreement for the sale of all issued and outstanding shares of common stock of Clearfield Electronic Supply Co., Inc., a Pennsylvania corporation, to THE PHONE GUYS, INC., a Pennsylvania corporation (hereinafter referred to as the "Purchaser"), the undersigned (and each of them if more than one, the "Guarantor") hereby jointly and severally unconditionally guarantees and promises to Seller as follows:

1. *Payment and performance.* The Guarantor guarantees and promises to Seller that Purchaser will promptly perform and comply with each of its agreements contained in the Share Purchase Agreement, and that all sums payable by the Purchaser under such Share Purchase Agreement will be promptly paid when due in accordance with the provisions thereof and, in case of extension of time of payment, in whole or in part, of any such sums, that all such sums will be promptly paid when due in accordance with the terms of such extension.

2. *Waiver of notice of modification of Share Purchase Agreement.* The Guarantor hereby consents that at any time and from time to time without notice to the Guarantor, the time for the Purchaser's performance of or compliance with any of its obligations contained in such Share Purchase Agreement may be extended or such performance or compliance may be waived by the Seller; such Share Purchase Agreement may from time to time be amended for the purpose of adding any provision thereto or changing in any manner the rights of Seller or of Purchaser thereunder; payment of any sums due or to become due under such Share Purchase Agreement may be extended, in whole or in part; and the terms of such Share Purchase Agreement may be waived by the Seller in its sole discretion, all without affecting the liability of the Guarantor hereunder.

3. *Seller remedies.* Seller may pursue its rights and remedies under this Guaranty and shall be entitled to payment hereunder and to enforce all of its other rights hereunder notwithstanding any other guaranty of, or security for, all or any part of the obligations of Purchaser under such Share Purchase Agreement and notwithstanding any action taken or omitted to be taken by Seller to enforce any of its rights or remedies under such other guaranty or with respect to any other security, or any payment received thereunder, and the Guarantor shall not be subrogated, in whole or in part, to the rights of Seller against Purchaser under such Share Purchase Agreement until Seller shall have been paid in full all such sums as are at any time payable by Purchaser under such Share Purchase Agreement.



4. *Assignment of guaranty.* Seller may assign this instrument or any rights and powers hereunder with any assignment of such Share Purchase Agreement or any sums due or to become due, or any rights, claims, powers and remedies thereunder and, in the event of such assignment, such assignee shall have the same rights and remedies as if originally named herein.

5. *Waiver of presentment, demand, and protest.* Guarantor hereby waives diligence, presentment of any instrument, demand for payment, protest and notice of nonpayment or protest and the performance of each and every condition precedent to which Guarantor might otherwise be entitled by law and notice of the creation or accrual of any of the obligations of Purchaser to Seller under such Share Purchase Agreement and all demands whatsoever.

6. *Independent obligation.* Seller's obligations shall be deemed to have been created, contracted or incurred in reliance upon this Guaranty. The obligations of the undersigned hereunder are joint and several, and are independent of the obligations of Purchaser. A separate action or actions may be brought and prosecuted against Guarantor, or any of them, whether an action is brought against Purchaser or whether Purchaser be joined in any such action or actions and Guarantor waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

7. *Unconditional guaranty.* This Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment irrespective of the validity, or enforceability of: (i) any of the obligations of Purchaser to Seller as aforesaid; or (ii) the Share Purchase Agreement; or (iii) any security therefor, and notwithstanding any present or future law or order of any government (de jure or de facto) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of Purchaser or other obligor or to vary any terms of payment, and irrespective of any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or a guarantor.

8. *Waiver of jury, Guarantor defined.* Guarantor hereby waives any and all right to a trial by jury in any action or proceeding based hereon. If there is but a single Guarantor, then all words used herein shall be deemed to have been used in the singular where the context and construction so require and if this Guaranty is executed by more than one Guarantor, the word "Guarantor" shall mean all and any one or more of them.

9. *Miscellaneous.* This Guaranty cannot be changed or terminated orally, shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, shall be binding upon the heirs, executors, administrators, successors, and assigns of the Guarantor and shall enure to the benefit of Seller, its successors and assigns.

IN WITNESS WHEREOF this Guaranty has been executed by the undersigned upon the date indicated below.

RONALD P. BOYLES, SR.

Ronald P. Boyles Sr.  
Date: 4/2/97

JACQUELYN S. BOYLES

Jacquelyn S. Boyles  
Date: 4-2-97

TERRY NAREHOOD

Terry Narehood  
Date: 4/2/97

LISA NAREHOOD

Lisa Narehood  
Date: 4/2/97

DENNIS WOOD

Dennis Wood  
Date: 4-2-97

SHERRY WOOD

Sherry L. Wood  
Date: 4-2-97

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

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: No. 06 - 1442 - CD  
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: ENTRY OF APPEARANCE  
: ACCEPTANCE OF SERVICE  
:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

FILED <sup>NO CC</sup>  
m 10:56  
SEP 15 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

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: No. 06 - 1442 - CD  
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ACCEPTANCE OF SERVICE

I hereby enter my appearance on behalf Ronald P. Boyles,  
Sr., and Jacquelyn S. Boyles, his wife, and accept service of  
the Complaint in the above-captioned matter.

DATE:

Sept 13, 2006



Rodney A. Beard, Esquire  
320 Rolling Ridge Drive  
Suite A  
Bellefonte, PA 16823  
Attorney for Defendants  
Ronald P. Boyles, Sr., and  
Jacquelyn S. Boyles

*Pa. Sup. Ct. ID No. 49909*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN P. WISOR,  
Plaintiff

v.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants


Docket No. 06 – 1442 - CD

**FILED** *NO CC*  
*MTT:SLW/ST*  
**SEP 15 2006**  
William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document [Entry of Appearance and Acceptance of Service] was served on the following person(s) by depositing the same in the United States Mail, first class postage prepaid, in Bellefonte, Pennsylvania, on the 14<sup>th</sup> day of September, 2006, addressed to the following person(s):

**Carl A. Belin, Jr., Esquire  
Belin, Kubista, & Ryan  
P.O. Box 1  
Clearfield, PA 16830**

  
Rodney A. Beard, Esquire  
Sup. Ct. I.D. No. 49909  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823  
(814) 548-0028 phone  
(814) 548-0030 fax

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

JOAN P. WISOR, EXECUTRIX  
OF THE ESTATE OF NORMAN  
P. WISOR

Plaintiff

v.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE  
Defendants

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No. 06-1442-CD

**NOTICE TO PLEAD**

TO: Joan P. Wisor, Executrix c/o Carl A. Belin, Jr.:

You are hereby notified to plead to the New Matter and Counterclaims within twenty (20)  
days of service hereof, or judgment may be entered against you.

Respectfully submitted:

9-27-06  
Date

  
Rodney A. Beard, Esquire  
Sup. Ct. I.D. No. 49909  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823  
(814) 548-0028 phone  
(814) 548-0030 fax  
rod@beardlawco.com

FILED  
M 12:44/67  
SEP 28 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN P. WISOR,  
Plaintiff

v.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

Docket No. 06-1442-CD

Type of Case:

\_\_\_\_\_ Medical Professional Liability  
Action (check if applicable)

Type of Pleading: Answer, With New  
Matter and Counter-Claim

Filed on Behalf of: Defendants

Counsel of Record for this Party:

Rodney A. Beard  
Beard Law Company  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

PA I.D. Number: 49909

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JOAN P. WISOR, EXECUTRIX OF THE	:	
ESTATE OF NORMAN P. WISOR,	:	
Plaintiff	:	
	:	No. 06-1442-CD
v.	:	
	:	
RONALD P. BOYLES, SR., AND	:	
JACQUELYN S. BOYLES, HIS WIFE,	:	
Defendants	:	
	:	

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**ANSWER, WITH NEW MATTER AND COUNTER CLAIM**

AND NOW, come the Defendants, Ronald P. Boyles, Sr., and Jacquelyn S. Boyles, by and through their undersigned attorney, and set forth the following Answer, With New Matter and Counter Claim, to the complaint in the above captioned matter.

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted. In addition, it is noted that Norman R. Wisor, Sr., was the owner of the shares of common stock of CESC prior to April 2, 1997.
5. Admitted By way of further response, Defendants aver that the agreements dated April 2, 1997, contained various representations made by Wisor in favor of The Phone Guys, Inc., as purchaser of the common stock of CESC.
6. Admitted.



7. Denied as stated. To the contrary, the purchase price was renegotiated to \$136,000 on the date of settlement (April 2, 1997), as a result of the financial irregularities that came to light that day. The parties then agreed that the purchase price would be further renegotiated when all financial irregularities were sorted out. Wisor executed an amendment to the Stock Purchase Agreement signifying his acknowledgement that the purchase price would be further negotiated. However, no additional renegotiation of the purchase price occurred on October 1, 1997.
8. Denied as stated. It is denied that the parties prepared a revised amortization schedule. To the contrary, the monthly payment was in the amount of \$1500, and the monthly payment did not change. Due to the additional reduction in purchase price (which has not yet been completed), it is believed and therefore averred that no balance is remaining due on the purchase price as a result of the payments previously made. Furthermore, the payments have been made by Defendants, rather than The Phone Guys, Inc.
9. Denied as stated. It is denied that Defendants or the Phone Guys, Inc. discontinued making any further payments. To the contrary, payments have been made into an escrow account, and continue to be made into an escrow account, until the reduction of purchase price issue is resolved.
10. Denied as stated. The Note provides that one of the remedies that may be exercised by the Payee (Wisor) is acceleration. However, acceleration is only a remedy if the Maker is in default. It is denied that the Maker is in default.

11. Admitted in part, and denied in part. It is admitted that Wisor claims to have accelerated the amount due. It is denied that Wisor has the legal right to accelerate the amount due, and it is further denied that the outstanding balance is \$37,886.44.

12. Admitted. By way of further response, other parties are signatories to the Guaranty Agreement attached to the Complaint as Exhibit 1.

13. Denied as stated. To the contrary, it is believed and therefore averred that the entire purchase price has already been paid, and therefore there is no continuing liability under the Guaranty Agreement.

Wherefore, Defendants respectfully request that Plaintiff's Complaint be dismissed.

#### NEW MATTER

14. The averments and responses set forth in Paragraph No.'s 1-13, above, are incorporated herein and by reference as if more fully set forth at length.

15. At the closing of the transaction whereby Phone Guys, Inc. purchased all the common stock of CESC it become apparent that the financial information disclosed by Wisor prior to the transaction was not complete.

16. The purchaser became aware that the number and value of items in inventory was not correct as represented by Wisor, the outstanding liability for the floor plan financing arrangements for the inventory was not correct, and representations regarding tax liabilities of CESC were not correct.

17. As a result of the financial irregularities that became apparent at closing, the parties negotiated an amendment to the Share Purchase Agreement.

18. The amendment to the Share Purchase Agreement provided that the purchase price would be renegotiated downward to reflect the irregularities at a future date.
19. A true and correct copy of the Amendment as executed by Wisor is attached hereto marked Exhibit A, and incorporated herein.
20. The parties partially renegotiated the purchase price on or about April 2, 1997, as a portion of the financial irregularities were able to be determined at that point. However, all of the financial irregularities were not yet determined at that point.
21. Boyles and Wisor spoke several times over the years regarding the need to finalize the reduction in purchase price. It is believed and therefore averred that Joan Wisor was present for at least two (2) of these conversations.
22. Due to the ill-health of Wisor, Boyles did not push the issue of reducing the purchase price to finality, as Wisor had always acknowledged that the issue would be resolved at some point in the future.
23. In early 2006, the parties began corresponding through their representatives in regard to the renegotiation and reduction of the purchase price.
24. In 2006, Wisor acknowledged that the purchase price was to be further reduced as a result of the irregularities and discrepancies in the financial information disclosed prior to closing of the transaction.
25. It is believed and therefore averred that, when all of the financial irregularities are taken into consideration in accordance with the amendment that

is attached hereto as Exhibit A, the original purchase price (\$150,000) should be reduced by \$64,828.


26. When the total reduction in purchase price is taken into consideration pursuant to the amendment, Boyles has already overpaid and is due a refund from Wisor in the amount of \$ 50,828

COUNTER CLAIM

27. The averments and responses set forth in Paragraph No.'s 14-26, above, are incorporated herein by reference as if more fully set forth at length.
28. As a result of Boyles overpaying the amount of \$50,828 to Wisor, Wisor is obligated to refund Boyles the amount of \$50,828.
29. Wherefore, Boyles demands judgement against Wisor in the amount of \$50,828, together with such other and further relief as this Honorable Court may deem appropriate.

Respectfully submitted:

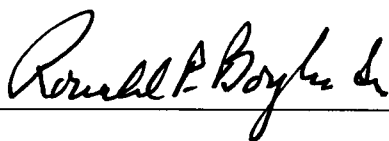
9-27-06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rodney A. Beard, Esquire  
Sup. Ct. I.D. No. 49909  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823  
(814) 548-0028 phone  
(814) 548-0030 fax

**VERIFICATION**

I hereby verify that the facts set forth in this Answer, With New Matter and Counter Claim are true and correct to the best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 9/22/06



**Ronald P. Boyles, Sr.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN P. WISOR,  
Plaintiff

v.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

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Docket No. 06 – 1442 - CD

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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document [Answer, With New Matter And Counter-Claim] was served on the following person(s) by depositing the same in the United States Mail, first class postage prepaid, in Bellefonte, Pennsylvania, on the 27<sup>th</sup> day of September, 2006, addressed to the following person(s):

**Carl A. Belin, Jr., Esquire  
Belin, Kubista, & Ryan  
P.O. Box 1  
Clearfield, PA 16830**



---

Rodney A. Beard, Esquire  
Sup. Ct. I.D. No. 49909  
320 Rolling Ridge Drive, Suite A  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JOAN P. WISOR, EXECUTRIX OF THE  
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vs.

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Defendants

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: No. 06 - 1442 - CD  
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: REPLY TO NEW MATTER AND  
: ANSWER TO COUNTERCLAIM  
:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

FILED 3 CC  
OCT 12 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

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

JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
vs. : No. 06 - 1442 - CD  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM

AND NOW COMES Plaintiff, Joan P. Wisor, Executrix of the Estate of Norman R. Wisor, by and through her attorneys, Belin, Kubista & Ryan, hereby sets forth the following reply to the new matter and answer to counterclaim and in support thereof avers as follows:

REPLY TO NEW MATTER

14. Paragraphs 1 through 13 of the Complaint are hereby incorporated by reference and made a part hereof.

15. Paragraph 15 is admitted that some merchandise covered by the Thomson Consumer Electronics floor plan was missing from the business premises and as a result thereof it is averred that the price was reduced \$14,000 to cover said shortfall. It is denied that any other financial information was incomplete and it is specifically denied that any payroll



wages or tax liabilities were owing and due that had not been contemplated by the agreement of sale. It is further averred that the shortfall in inventory was covered by the amendment to the sales agreement executed by the decedent which is hereto attached as Exhibit "2" and made a part hereof. While the amendment was referred to as Exhibit "A" in the Answer, no such Exhibit "A" was attached to the Answer. In any event, it is assumed the amendment hereto attached is the same instrument referred to in the Answer.

16. Paragraph 16 is denied except as set forth in Paragraph 15 of the Reply to New Matter and if relevant, strict proof thereof is demanded at trial as the information is in the possession of Defendants. It is specifically denied that any tax liabilities were misrepresented or that they were not correct.

17. Paragraph 17 is admitted but it is averred the amendment only applied to the inventory covered by the Thomson Consumer Electronics floor plan and to any payroll wage or taxes not covered by a reserve, and in further answer thereto Paragraph 15 of this Reply is hereby incorporated by reference and made a part hereof. It is further averred that no irregularities were ever suggested or established by the Purchaser after the closing.

18. Paragraph 18 is denied and it is averred that the amendment was satisfied by the renegotiation of the price of the Thomson inventory at closing and it is further averred that no other "irregularities" were ever suggested by Defendants thereafter.

19. In answer to Paragraph 19, no true and correct copy of the amendment was attached to Defendants New Matter but it is admitted in the event it is the same document that is hereto attached as Exhibit "2."

20. Paragraph 20 is denied as averred. It is admitted that the price was reduced from \$150,000 to \$136,000 on April 2, 1997, to cover the Thomson inventory shortfall. It is denied that any further "financial irregularities" covered by the amendment were identified or suggested thereafter; in the event Defendants aver such irregularities, strict proof of any such irregularities is demanded at trial as such information is under the control of Defendants.

21. Paragraph 21 is denied as averred and it is averred that during a meeting in Boyles office when Mr. and Mrs. Wisor were seeking the return of an appliance cart, Boyles suggested that a further negotiation of price for some missing merchandise should be held. Mr. Wisor demanded a list at that time. Thereafter, no such meeting was ever scheduled and the

matter was dropped. Mr. and Mrs. Wisor also went to Boyle's store sometime around 2003 for the purpose of purchasing a switch. At that time, Mr. Boyles suggested a meeting then dropped the subject and no meeting was ever scheduled or held. On no occasion did Mr. Boyles himself ever call the Wisors to request a meeting concerning any irregularities at any time. The matter was never brought up thereafter until the year of 2006, and to date no specific "irregularities" have ever been identified.

22. Paragraph 22 is denied and it is averred that Boyles, through counsel, pressed this point during 2006 when Mr. Wisor was extremely ill by letters dated April 2, 2006, April 7, 2006, and May 15, 2006, copies of which are attached hereto as Exhibits "3," "4," and "5." In the correspondence from Wisor to Beard dated May 14, 2006, and May 25, 2006, which are attached hereto as Exhibits "6" and "7," such proposals were rejected by the Wisors throughout Mr. Wisor's final illness.

23. Paragraph 23 is admitted as to the letters set forth in Paragraph 22 which are hereby incorporated by reference and made a part hereof but it is averred that the Wisors maintained throughout that there was no reason for the renegotiation to reduce the sales price; strict proof of all items Defendants assert for the reduction of the purchase price is hereby

demanded at trial as the information is under the control of Defendants.

24. Paragraph 24 is denied and strict proof of such acknowledgments are hereby demanded at trial. In further answer thereto, Paragraphs 15 through 23 of this Reply are hereby incorporated by reference and made a part hereof.

25. Paragraph 25 is denied and as the information is under the control of Defendants, strict proof is demanded at trial. In further answer thereto, Paragraphs 15 through 29 of the Reply and Answer to Counterclaim are hereby incorporated by reference and made a part hereof.

26. Paragraph 26 is denied and as the information is under the control of Defendants, strict proof is demanded at trial. In further answer thereto, Paragraphs 15 through 29 of the Reply and Answer to Counterclaim are hereby incorporated by reference and made a part hereof.

#### **ANSWER TO COUNTERCLAIM**

27. Paragraphs 1 through 13 of the Complaint and Paragraphs 14 through 26 of the Reply to New Matter are hereby incorporated by reference and made a part hereof.

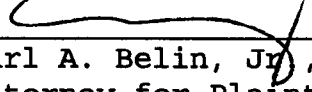
28. Paragraph 28 of the Counterclaim is denied and Paragraphs 1 through 13 of the Complaint and Paragraphs 14-26 of the Reply to New Matter are hereby incorporated by reference

and made a part hereof; in further answer thereto, the Counterclaim which is based upon the contract and amended contract is barred by the applicable statute of limitations, 42 Pa.C.S.A. § 5525(1) and (8) of four (4) years from an alleged breach. Any breach of the contract would have had to have occurred no later than April 2, 1997, which is more than seven (7) years from the date of the filing of the Counterclaim.

29. Paragraph 29 is denied and Paragraph 28 of this Answer to Counterclaim is hereby incorporated by reference and made a part hereof. In further answer thereto, Paragraphs 15 through 28 of the Reply and Answer to Counterclaim are hereby incorporated by reference and made a part hereof.

WHEREFORE, Wisor requests Your Honorable Court to dismiss the New matter and Counterclaim, and to enter judgment against Ronald P. Boyles, Sr., and Jacquelyn S. Boyles, in the amount of \$37,886.44, together with interest and reasonable attorneys fees as set forth in said note.

BELIN, KUBISTA & RYAN

By   
Carl A. Belin, Jr., Esq.  
Attorney for Plaintiff

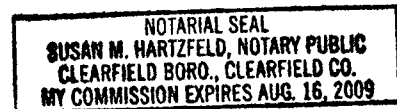
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared  
JOAN P. WISOR, Executrix of the Estate of Norman R. Wisor,  
being duly sworn according to law, deposes and says that the  
facts set forth in the foregoing Reply to New Matter and Answer  
to Counterclaim are true and correct to the best of her  
knowledge, information and belief.

Joan P. Wisor  
Joan P. Wisor

Sworn and subscribed before me this 12th day of  
October, 2006.

Susan M. Hartzfeld  
Notary Public



**AMENDMENT**

Re: Share Purchase Agreement between Norman R. Wisor, Sr., as Seller, and The Phone Guys, Inc., as Purchaser, dated April 2, 1997

Seller acknowledges that some merchandise reflected as being owed for on the floor plan with Thomson Consumer Electronics is not located on the business premises. Seller agrees that the purchase price and associated Note pursuant to this transaction will be adjusted downward by the value of any missing merchandise.

- In addition, the purchase price and associated Note pursuant to this transaction will be adjusted downward by the amount of any payroll wage and/or tax liabilities of the Company for which cash reserve is not left in the business.

  
Norman R. Wisor, Sr.



RODNEY A. BEARD

320 Rolling Ridge Drive, Suite A  
Bellevue, PA 16823  
ph. 814.548.0028 fax 814.548.0030  
www.beardlawco.com

February 2, 2006

Norman R. Wisor, Sr.  
RD 1 Box 292  
West Decatur, PA 16878

Re: Clearfield Electronic Supply Co., Inc.

Dear Mr. Wisor:

Ron Boyles, Sr., has recently been in contact with my office regarding the status of the obligation to pay you the purchase price for the acquisition of Clearfield Electronic Supply Co., Inc. As you may recall, at the closing in the transaction several financial irregularities arose which caused the creation of an Amendment to the Purchase Agreement. The Amendment to the Purchase Agreement provided that the purchase price would be adjusted downward by the value of any merchandise found missing that was supposed to be located on business premises or owned by the business, and for any tax liabilities. For your information, I am enclosing a copy of the amendment which you signed.

Due to missing merchandise, floor plan arrangements, and other matters that would have the effect of reducing the purchase price, it appears that the purchase price should have been approximately \$100,000, rather than \$150,000. Mr. Boyles has authorized me to propose reestablishing the purchase price at \$100,000. Because Mr. Boyles has already paid you the amount of \$136,000 in monthly principal and interest payments under the Note, reestablishing the original purchase price at \$100,000 to be financed over ten (10) years at seven (7) percent interest would mean that the full purchase price plus interest (and then some) has already been paid. Thus, if you accept this proposal, no further payments will be made.

I look forward to hearing from you soon regarding reestablishing the original purchase price in accordance with the Amendment. Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to be "R. A. Beard", written over a horizontal line.

Rodney A. Beard

RAB/hrr

Enclosure

c: Ron Boyles, Sr.

N:\Clients\B\Boyles Insurance - Clfd\General Matters\Wisor.2-1-06.doc

Exhibit "3"



# BEARD

LAW COMPANY

320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823  
ph. 814.548.0028 fax 814.548.0030  
www.beardlawco.com

RODNEY A. BEARD

April 7, 2006

John Ayres, Jr., Esquire  
101 South Second Street  
Clearfield, PA 16830

Re: Norman Wisor – Clearfield Electronic Supply

Dear Jack:

I related your client's request for backup documentation on the adjustment figures to Mr. Boyles. At the present time, and until Mr. Wisor recognizes that there needs to be an adjustment in accordance with the terms of the Addendum that was executed at closing, it does not appear appropriate to provide additional documentation.

Please let me know if your client will recognize the need for an adjustment in accordance with the Addendum. Hopefully, we will then be able to arrive at a figure that is fair to all parties.

I look forward to hearing from you. Thank you.

Very truly yours,



Rodney A. Beard

RAB/hrr

c: Ron Boyles, Sr.

N:\Clients\B\Boyles Insurance - Clfd\General Matters\Ayres 4-7-06.doc



RODNEY A. BEARD

320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823  
ph. 814.548.0028 fax 814.548.0030  
www.beardlawco.com

May 15, 2006

Norman R. Wisor, Sr.  
2191 Long Run Road  
West Decatur, PA 16878

Re: Clearfield Electronic Supply Co., Inc.

Dear Mr. Wisor:

Thank you for your correspondence of April 14, 2006, regarding the above referenced matter. I discussed the matter with Mr. Boyles, and he believes additional adjustment of the purchase price is warranted. In accordance with my prior correspondence, the additional adjustment could be as high as \$64,828. However, in an effort to resolve the matter amicably, Mr. Boyles has authorized me to propose reflecting the initial adjustment for an additional \$16,000 (in addition to the initial acknowledged adjustment to \$136,000) so that the initial purchase price will be \$120,000.

If you are in agreement with this adjustment, Mr. Boyles will release the current funds in escrow to you (\$4,500 plus interest) and monthly payments in the amount of \$1,500 will continue until the full amount due will have been paid.

Please let me know if this proposal is acceptable to you. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rodney A. Beard", with a stylized flourish at the end.

Rodney A. Beard

RAB/hrr

c: Ron Boyles, Sr.

N:\Clients\B\Boyles Insurance - Clfd\General Matters\Wisor.4-24-06.doc

Exhibit "5"

04-14-06

Norman R Wisor, Sr.  
2191 Long Run Road  
West Decatur, PA 16878

Beard Law Company  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

Dear Mr. Beard:

We have considered Mr. Boyles' proposal to further adjust the purchase price of Clearfield Electronic Supply, Co., Inc. After consideration, we find that further adjustment is not warranted. Any outstanding debits and/or missing inventory were addressed at the time of closing when the original price of \$150,000.00 was reduced to \$136,000.00.

Please address any further correspondence directly to us at:  
2191 Long Run Road  
West Decatur, PA 16878

Please notify Mr. Boyles of our decision.

Sincerely,

Norman R. Wisor, Sr. and

Joan P. Wisor

May 25, 2006

Norman R. and Joan P Wisor  
2191 Log Run Road  
West Decatur, PA 16878

Beard Law Company  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

Dear Mr. Beard:

We have reviewed and discussed your proposal, but we remain perplexed about the decline in the value of our business over the past seven years. In the interest of fairness, we respectfully request an explanation of Mr. Boyles' reasoning. Given the facts that we currently have before us, we must decline your proposal.

Sincerely,

Norman R Wisor, Sr

Joan P Wisor

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

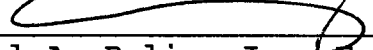
JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
vs. : No. 06 - 1442 - CD  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a  
certified copy of Plaintiff's Reply to New Matter and Answer to  
Counterclaim in the above-captioned matter to the following  
party by postage prepaid United States first class mail on the  
12<sup>th</sup> day of October, 2006:

Rodney A. Beard, Esquire  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

BELIN, KUBISTA & RYAN

By   
Carl A. Belin, Jr., Esq.  
Attorney for Plaintiff

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

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: No. 06 - 1442 - CD  
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: CERTIFICATE OF SERVICE  
:  
:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

DEC 27 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
Amy Belin

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

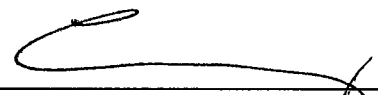
JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
vs. : No. 06 - 1442 - CD  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Plaintiff's Answers to Defendants' First Set of Interrogatories in the above-captioned matter to the following party by postage prepaid United States first class mail on the 27<sup>th</sup> day of December, 2006:

Rodney A. Beard, Esquire  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

BELIN, KUBISTA & RYAN

By   
Carl A. Belin, Jr., Esq.  
Attorney for Plaintiff

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

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: No. 06 - 1442 - CD  
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: CERTIFICATE OF SERVICE  
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:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

DEC 27 2008  
03:10 PM  
ICC  
Amy Belin

William A. Shaw  
Prothonotary/Clerk of Courts



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

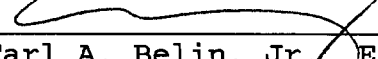
JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
vs. : No. 06 - 1442 - CD  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a  
certified copy of Plaintiff's Answers to Defendants' Request  
for Admissions in the above-captioned matter to the following  
party by postage prepaid United States first class mail on the  
27<sup>th</sup> day of December, 2006:

Rodney A. Beard, Esquire  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

BELIN, KUBISTA & RYAN

By   
Carl A. Belin, Jr., Esq.  
Attorney for Plaintiff

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

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: No. 06 - 1442 - CD  
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: CERTIFICATE OF SERVICE  
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:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

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013:10301 Amy Belin  
DEC 27 2006 (M)

William A. Shaw  
Prothonotary/Clerk of Courts

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


JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
vs. : No. 06 - 1442 - CD  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a  
certified copy of Plaintiff's Answers to Defendants' Request  
for Production of Documents and Things in the above-captioned  
matter to the following party by postage prepaid United States  
first class mail on the 27th day of December, 2006:

Rodney A. Beard, Esquire  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

BELIN, KUBISTA & RYAN

By   
Carl A. Belin, Jr., Esq.  
Attorney for Plaintiff

LA

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

:  
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:  
: No. 06 - 1442 - CD  
:  
:  
: MOTION FOR SUMMARY  
: JUDGMENT  
:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

FILED 4CC  
01/10:53/61 Dwy Belin  
APR 30 2007 (without  
orders)  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

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

JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
 : No. 06 - 1442 - CD  
vs. :  
 :  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, upon  
consideration of the Motion, Exhibits, and Affidavits it is the  
ORDER of this Court that the Motion is hereby granted/denied.

BY THE COURT

---

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

JOAN P. WISOR, EXECUTRIX OF THE	:	
ESTATE OF NORMAN R. WISOR	:	
Plaintiff	:	
	:	No. 06 - 1442 - CD
vs.	:	
	:	
RONALD P. BOYLES, SR., AND	:	
JACQUELYN S. BOYLES, HIS WIFE,	:	
Defendants	:	

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES Plaintiff, Joan P. Wisor, Executrix of the Estate of Norman R. Wisor, by and through her attorneys, Belin, Kubista & Ryan, hereby sets forth the following motion for summary judgment and in support thereof avers as follows:

1. That the pleadings are closed and time exists within which to dispose of this motion without delaying trial.

2. That the pleadings and affidavits filed of record show that there is no genuine issue of material fact to be tried.

3. That the Plaintiff is entitled to judgment as a matter of law for the reasons set forth in the following motion.

4. That Norman R. Wisor was an individual who resided at 2191 Long Run Road, West Decatur, Clearfield County,

Pennsylvania 16878 ("**Wisor**"); Wisor died on June 5, 2006, testate and Joan P. Wisor, his wife, was appointed the Executrix of his estate ("**Executrix**").

5. That Ronald P. Boyles Sr. and his wife, Jacquelyn S. Boyles, reside at 340 Parker Road, Clearfield, Pennsylvania 16830 ("**Boyles**").

6. That Wisor was the owner of all the common stock of Clearfield Electronic Supply Company, a television sales and repair business situate in Hyde, Pennsylvania ("**CESC**").

7. That Wisor sold the stock in CESC to Phone Guys, Inc. by an agreement dated April 2, 1997.

8. That the relevant sales documents included: (a) sales agreement; (b) an amended sales agreement; (c) a note; and (d) a guaranty agreement executed by Boyles;. These documents are attached hereto as Exhibits "1 - 4."

9. That the Boyles were guarantors under the guaranty and suit was filed against them as guarantors of the transaction.

10. That subsequent to these documents, Boyles prepared an amortization schedule setting forth the balance due on the note. That schedule is attached hereto as Exhibit "5."

11. That payments were made pursuant to the schedule commencing October 1, 1997, until March 1, 2006.

12. That after the March 1, 2006 payment Boyles refused to make any further payments; after notice, the Executrix accelerated the amount due on the note in the amount of \$37,886.44.

13. That while the Boyles contend they have counterclaims, a review of the agreement and amended agreement reflect that no basis for a counterclaim existed as to the purchase price except for Paragraph 5 of the Agreement and the Amendment. Paragraph 5 provided:

"5. *Floor Plan Contingency.* This Agreement and the obligations undertaken pursuant hereto is contingent upon approval by Thomson Consumer Electronics, the floor plan financing agency for the Company, of this transaction without any change or alteration in the floor plan financing arrangement for the Company (unless such change is beneficial to the Company)."

The amendment provided:

"Seller acknowledges that some merchandise reflected as being owed for on the floor plan with Thomson Consumer Electronics is not located on the business premises. Seller agrees that the purchase price and associated Note pursuant to this transaction will be adjusted downward by the value of any missing merchandise."

As a result, the note for \$150,000.00 was reduced to \$136,000.00 as reflected in the amortization schedule to cover the missing merchandise.



14. That the only other contingency in the agreement and amendment provided for the following adjustment:

"In addition, the purchase price and associated Note pursuant to this transaction will be adjusted downward by the amount of any payroll wage and/or tax liabilities of the Company for which cash reserve is not left in the business."

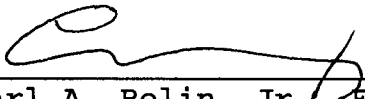
15. That during the life of Wisor, Boyles made no formal claim for any further missing merchandise covered by the floor plan nor did they make any claim for "payroll wage taxes and/or tax liabilities ... [not covered] by a reserve." See affidavits of John A. Ayers Jr. and the Executrix.

16. That as a result, as over nine (9) years had elapsed prior to the filing of the counterclaim by Boyles on September 27, 2006, the statute of limitations has run on the claims covered by the counterclaim and judgment should be entered by Your Honorable Court.

WHEREFORE, Plaintiff hereby requests Your Honorable Court enter judgment in favor of Plaintiff and against The Phone Guys and Ronald P. Boyles, Sr., and Jacquelyn S. Boyles, in the amount of \$37,886.44, together with interest and reasonable attorneys fees as set forth in the note and to schedule a

hearing for counsel fees as provided in the Guaranty Agreement.

BELIN, KUBISTA & RYAN

By   
Carl A. Belin, Jr., Esq.  
Attorney for Plaintiff

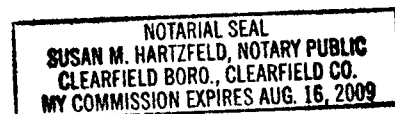
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared  
JOAN P. WISOR, Executrix of the Estate of Norman R. Wisor,  
being duly sworn according to law, deposes and says that the  
facts set forth in the foregoing Motion are true and correct to  
the best of her knowledge, information and belief.

Joan P. Wisor  
Joan P. Wisor

Sworn and subscribed before me this 26<sup>th</sup> day of  
April, 2007.

Susan M. Hartzfeld  
Notary Public



## SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made the 2nd day of April, 1997, by and between  
THE PHONE GUYS, INC., a Pennsylvania corporation (the "Purchaser"),

and

NORMAN R. WISOR, an adult individual and resident of Clearfield County,  
Pennsylvania (hereinafter called the "Seller").

### WITNESSETH:

**WHEREAS** Seller owns all of the 10,000 issued and outstanding shares of common stock of CLEARFIELD ELECTRONIC SUPPLY CO., INC., a Pennsylvania corporation (hereinafter called the "Company") and

**WHEREAS** Purchaser desires to acquire such shares from the Seller, and the Seller desires to sell the same to the Purchaser upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound, the parties agree as follows:

1. *Purchase and sale.* The Seller shall sell all his respective shares in the Company to the Purchaser, and the Purchaser shall purchase the same from the Seller. Seller is the sole owner of the legal and beneficial interests in the number of shares as stated above. Seller agrees to deliver to Purchaser all of the shares on the Closing Date, in accordance with the provisions of this Agreement and in proper form for transfer.

2. *Purchase price.* The total purchase price for the shares shall be \$150,000.00, or \$15.00 per share. The purchase price is payable to the Seller over a ten (10) year term, in monthly installments with interest computed on the unpaid principal balance at the rate of seven percent (7.0%) per annum. Each monthly installment shall be in the amount of \$1,500.00, and the first such installment shall be due on October 1, 1997, and the succeeding installments shall be due on the same day of each month thereafter. Such payment shall be in accordance with the terms of a Promissory Note in substantially the same form as attached hereto marked Exhibit A. Purchaser shall not have the right to prepay any of the principal balance outstanding within seven (7) years. Thereafter, Purchaser may prepay any or all of the principal balance upon written consent of Seller, without penalty.

3. *Security for Payment.* As security for the payment of the purchase price provided for herein, Purchaser shall pledge the shares of the Company being purchased back to the Seller in accordance with the terms of a Pledge Agreement in substantially the same form as attached hereto marked Exhibit B.

4. *Personal Guaranty.* As additional security for the payment of the purchase price provided for herein, the Purchaser shall cause Ronald P. Boyles, Sr., Jacquelyn S. Boyles, Terry Narehood, Lisa Narehood, Dennis Wood, and Sherry Wood, to personally guarantee the payment obligations of the Purchaser to the Seller as required by this Agreement, in accordance with a Personal Guaranty in substantially the same form as attached hereto marked Exhibit C.

5. *Floor Plan Contingency.* This Agreement and the obligations undertaken pursuant hereto is contingent upon approval by Thompson Consumer Electronics, the floor plan financing agency for the Company, of this transaction without any change or alteration in the floor plan financing arrangement for the Company (unless such change is beneficial to the Company).

6. *Real Property Lease.* Seller agrees that he and his spouse shall enter into a lease agreement for the real property used in the Company's operations in substantially the same form as attached hereto marked Exhibit D.

7. *Security Agreement.* Purchaser shall cause the Company to grant to Seller a security interest in the assets of the Company in order to further secure payment of the purchase price for the share being purchased hereunder. Such Security Agreement shall be in substantially the same form as attached hereto marked Exhibit E. The Company shall also execute UCC-1 financing statements evidencing the security interest granted to Seller.

8. *Stock Voting Rights.* The voting rights of the shares shall transfer to Purchaser at Closing, and shall remain with Purchaser during the time the shares are held in escrow until the purchase price is fully paid. Should Purchaser default in payment of the purchase price for the shares and the escrow agent be required to transfer the shares pursuant to the Pledge Agreement, the voting rights of the shares shall pass to the transferee.

9. *Closing Date.* The Closing of the transactions provided for in this Agreement shall be held at \_\_\_\_ .m., on \_\_\_\_\_, 1997, at the offices of Seller's attorney in Clearfield, Pennsylvania.

10. *Representations and warranties of Seller.* Seller represents and warrants to the Purchaser that:

(a) *Shares.* The Seller at the Closing Date will have full and valid title to the shares to be delivered by him, and there will be no existing impediment to the sale and transfer of such shares to the Purchaser. Upon delivery the shares shall be free and clear of all liens, charges, security interests, and encumbrances whatsoever, except those created by the Purchaser in favor of the Seller at Closing. The shares will be legally issued, fully paid, and nonassessable, and will constitute all of the issued and outstanding shares of the Company.

(b) *Seller's capacity.* The Sellers has full right, power, legal capacity, and authority to enter into this Agreement and to sell and deliver to the Purchaser the shares to be so sold and delivered by him hereunder.

(c) *Corporate status.* The Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, is duly qualified to transact business in Pennsylvania, which is the only state in which the nature of its business or the ownership of property requires such qualification, and has all corporate power necessary to engage in the business in which it is presently engaged.

(d) *Authorized and issued shares.* The Company has an authorized capital stock consisting solely of 25,000 shares of capital stock, par value \$1.00 each, of which 10,000 shares are issued and outstanding. None of the issued and outstanding shares are the subject of any voting trust or other agreement relating to the voting thereof or restricting in any way the sale or transfer thereof.

(e) *Financial statements.* The balance sheet of the Company as at December 31, 1996 (the "Balance Sheet") and the related statements of income and expenses for the fiscal period ended on that date, and other financial information and documents

provided by Seller and delivered to the Purchaser, are true and accurate statements of the financial condition of the Company at December 31, 1996, and of the results of its operations for the fiscal year then ended, prepared in conformity with generally accepted accounting principles consistently applied.

(f) *Corporate obligations.* As of the Closing Date, the Company will have no obligations or liabilities, contingent or otherwise, which will not be provided for (by adequate reserve or otherwise), except (i) as set forth in the Balance Sheet or in accordance with other financial documentation provided by Seller to Purchaser as part of the negotiations leading up to this Agreement, and (ii) liabilities for federal and state income taxes which may hereafter be disclosed on tax audits.

(g) *Assets.* The Company has good and marketable title to all of its property and assets, including the property and assets reflected in the Balance Sheet as of December 31, 1996 (except property and assets disposed of since such date in the ordinary course of business), and in accordance with the inventory list shown on the attached Exhibit F, in each case subject to no mortgage, pledge, lien, lease, encumbrance, security interest, or charge whatsoever except as disclosed in the Balance Sheet and other financial documents provided to Purchaser by Seller, and except minor liens of a character which in the aggregate are not substantial in amount, do not materially detract from the value of the property or assets subject thereto, or materially impair the operations of the Company. Specifically, Seller represents that the only encumbrance or security interest to which the assets of the Company are subject is to Thompson Consumer Electronics.

(h) *No material changes.* Since December 31, 1996, there have been no changes in the nature of the business of the Company, or in its financial condition or property, other than changes arising out of the ordinary course of its business, or obligations, none of which have been materially adverse, and the Company has not incurred any obligations or liabilities, or made any disbursements, other than those in the ordinary course of business and operations.

(i) *Contracts.* The Company is not a party to any employment contract or other agreement with any officer or director.

(j) *Claims and proceedings.* The Company is not a party in any litigation, pending or threatened, nor has any material claim been made or asserted against the Company,

nor are there any proceedings threatened or pending before any federal, state, or municipal government, or any department, board, body, or agency involving the Company:

(k) *Compliance.* The Company is not in violation of any provision of its Certificate of Incorporation or Bylaws, nor has it defaulted under any agreement or other instrument to which the Company is a party or by which it is bound, other than those of an immaterial or unsubstantial nature.

(l) *Payments.* The Company is not in default in the payment of any of its obligations.

(m) *Dividends.* Between December 31, 1996, and the Closing Date, the Company will not pay or declare any dividends on or make any distributions in respect of, or issue, purchase, or redeem, any of its outstanding capital stock.

11. *Indemnity with respect to taxes.* (a) *By Sellers.* The Seller shall indemnify the Purchaser and the Company and hold each of them harmless from any and all loss, liability, and expense, including attorneys' fees, resulting from or arising out of taxes levied, imposed, or assessed by any governmental authority, federal, state, or local, with respect to the income and operations of the Company for all periods prior to January 1, 1997. The Seller shall be granted full power and authority to take any and all action with respect to the proceedings relating to such taxes, including the right to settle, compromise, and dispose of such proceedings in the name of the Company, and the Seller shall be entitled to the benefit of any refunds and credits of taxes for such periods.

(b) *By Purchaser.* The Purchaser shall indemnify the Seller and hold him harmless from any and all loss, liability, and expense, including attorneys' fees, resulting from or arising out of taxes levied, imposed, or assessed by any governmental authority, federal, state, or local, with respect to the income and operations of the Company for all periods commencing on or after January 1, 1997.

12. *Representations and warranties of Purchaser.* The Purchaser represents and warrants to the Seller that:



(a) *Corporate status.* The Purchaser is a corporation, duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania, and is duly qualified to transact business in Pennsylvania.

(b) *Authorized and issued stock.* The Purchaser has an authorized capital stock consisting solely of 20,000 shares of capital stock, of no par value.

(c) *Authorization.* The execution and delivery of this Agreement by the Purchaser have been duly authorized by proper corporate action, and on the Closing Date the Purchaser will have all necessary corporate power and authority to consummate the transactions provided herein.

13. *Conditions applicable to Purchaser.* The Purchaser's obligations to complete the transactions provided herein shall be subject to the performance by the Seller of all of the obligations to be performed by him on or before the Closing Date, to the material accuracy and correctness of the representations and warranties of the Seller contained herein, and to the further condition that:

(a) *Resignations.* On or before the Closing Date, the Seller shall have caused the resignation of the officers and directors of the Company.

(b) *Certification and opinion.* The Seller shall have delivered to the Purchaser on the Closing Date (i) a certificate of the Seller to the effect that the representations and warranties of the Seller contained herein are true and correct on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

14. *Conditions applicable to Seller.* The Seller's obligations to complete the transactions provided herein shall be subject to the performance by the Purchaser of all of the obligations to be performed by it on or before the Closing Date, to the accuracy and correctness of the representations and warranties of the Purchaser contained herein, and to the further condition that the Purchaser shall have delivered to the Seller on the Closing Date the Promissory Note, Pledge Agreement, Security Agreement and related financing statements, and any other documents referred to herein.

15. *Operation during interim period.* From the date hereof to the Closing Date, the Seller shall continue to conduct the business and operations of the Company in the same manner in which they have heretofore been conducted, and shall maintain its books of account in a manner which fairly and accurately reflects its income, expenses, and liabilities in accordance with generally accepted accounting principles consistently applied. During such period, unless the Purchaser may have given its consent thereto in writing, the Company will not, and the Seller will not cause the Company to:

(a) *Liabilities.* Incur any obligation or liability, absolute or contingent, other than current liabilities incurred in the ordinary and usual course of its business.

(b) *Debts and loans.* Incur any indebtedness for borrowed money, make any loans or advances to any individual, firm, or corporation, or assume, guarantee, endorse, or otherwise become liable for the obligations of any other individual, firm, or corporation.

(c) *Dividends and stock.* Declare or pay any dividends on its capital stock, or otherwise acquire for value any of its outstanding capital stock, or issue, sell, or contract to sell any equity or debt securities.

(d) *Assets.* Subject any of its properties or assets to any mortgage, pledge, security interest, or lien, except encumbrances of the character heretofore incurred in the ordinary and usual course of its business, sell or transfer any or its properties, or use any of its assets or properties except for proper corporate purposes.

(e) *Business.* Make any investment of a capital nature, enter into any long-term contracts or commitments, or modify, amend, or terminate any existing agreement except in the ordinary and usual course of its business.

16. *Access to books and records.* From the date of this Agreement to the Closing Date, the Seller will give representatives of the Purchaser free access to the Company's offices, records, files, books of account, and tax returns, provided the same shall not unreasonably interfere with its normal operations.

17. *Binding effect.* This agreement shall inure to the benefit of and be binding upon the Purchaser and the Seller and their respective heirs, executors, administrators, successors, and assigns.

18. *Assignment.* This Agreement may not be assigned by either party without the express written consent of the other party.

19. *Survival, limited recourse.* All representations and warranties shall survive the Closing of the transactions hereunder, provided, however, that the liability of the Seller arising out of or in connection with the breach of covenants, warranties, or representations made herein shall be limited to the amount of consideration which the Seller shall receive hereunder.

20. *Notices.* Any notice, report, or demand required or permitted by any provision of this agreement shall be deemed to have been sufficiently given for all purposes if it is personally delivered, or sent by registered mail, postage prepaid, addressed as follows:

If to the Seller, to:

Norman R. Wisor  
R. D. #1, Box 293  
West Decatur, PA 16878

with a copy to:

John A. Ayres, Jr., Esq.  
217 Market Street  
Clearfield, PA 16830

or to any other address as shall be designated from time to time by the Seller.

If to the Purchaser, to:

The Phone Guys, Inc.  
P. O. Box 1251  
Clearfield, PA 16830  
ATTN: Mr. Ronald P. Boyles, Sr.

with a copy to:

Rodney A. Beard, Esq.  
602 Science Park Road  
State College, PA 16803

21. *Brokerage.* The Purchaser and the Seller represent to each other that neither has employed any broker or entered into any Agreement for the payment of any fees, compensation, or expense to any person, firm, or corporation in connection with the within transaction, and each agrees to hold and save the other harmless from any such fees, compensation, or expenses which may be suffered by reason thereof, provided, however, that each party hereto shall bear its own counsel fees, costs, and expenses.

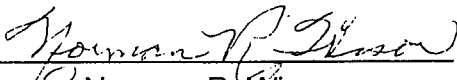
22. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall constitute one and the same instrument.

23. *Time of Essence; Other documents.* Time is of the essence of the obligations undertaken in this Agreement, and shall be construed as being of the essence in the other agreements and documents referred to herein which are attached as exhibits to this Agreement.

24. *Further assurances.* At any time requested by the Seller, the Purchaser shall perform such other acts and sign such other documents, instruments, and certificates as the Seller may deem necessary, proper, or convenient in order to carry out the purposes and provisions of this Share Purchase Agreement.

**IN WITNESS WHEREOF** the parties have executed this agreement, the day and year first above written.

**SELLER:**

  
Norman R. Wisor

**PURCHASER:**

By:   
Terry Narehood, President

## EXHIBITS

- Exhibit A - Promissory Note
- Exhibit B - Pledge Agreement
- Exhibit C - Personal Guaranty
- Exhibit D - Lease
- Exhibit E - Security Agreement
- Exhibit F - Inventory List

## AMENDMENT

Re: Share Purchase Agreement between Norman R. Wisor, Sr., as Seller, and The Phone Guys, Inc., as Purchaser, dated April 2, 1997

Seller acknowledges that some merchandise reflected as being owed for on the floor plan with Thomson Consumer Electronics is not located on the business premises. Seller agrees that the purchase price and associated Note pursuant to this transaction will be adjusted downward by the value of any missing merchandise.

- In addition, the purchase price and associated Note pursuant to this transaction will be adjusted downward by the amount of any payroll wage and/or tax liabilities of the Company for which cash reserve is not left in the business.

  
Norman R. Wisor, Sr.

## NOTE

Amount: \$150,000.00

Place: Clearfield, PA

Date: April 2, 1997

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FOR VALUE RECEIVED, and intending to be legally bound hereby, **THE PHONE GUYS, INC.**, a Pennsylvania Corporation, of Clearfield County, Pennsylvania, hereinafter called the "MAKER", hereby promises to pay to **NORMAN R. WISOR**, of West Decatur, Clearfield County, Pennsylvania, hereinafter called "Payee", the sum of **ONE HUNDRED FIFTY THOUSAND and XX/100 (\$150,000.00) DOLLARS** together with interest at the rate of seven percent (7.0%) per annum with payments amortized over a ten (10) year period, payable in monthly installments of **FIFTEEN HUNDRED and XX/100 (\$1,500.00) DOLLARS**, all payments to be applied first to interest and any balance thereof to principal, with the first of such payments being due on the first (1st) day of October, 1997, and each successive payment being due and payable on the first day of each month thereafter until the entire unpaid balance of principal and interest shall be paid in full. Any and all amounts due and outstanding on the 121st month after the date of this Note shall be due and payable in full on the 1st day of the 121st month.

MAKER shall not have the right to prepay any amount due under this Note at any time within seven (7) years from the date of this Note. Thereafter Maker may prepay any or all of the principal balance upon written consent of Payee, without penalty.

If any payment due under this Note has not been made within fifteen (15) calendar days of its due date, MAKER shall pay a late charge of five percent (5%) of the overdue payment, which shall be paid promptly but only once on each late payment.

If any payment due under this Note has not been paid in full on the date it is due, MAKER shall be in default hereunder and in the event of such default PAYEE shall have available all remedies under the law and this Note, and PAYEE may, at PAYEE's election and without prior demand, accelerate the due date of the entire principal, in which event the remaining unpaid balance of principal, and interest accrued to that date shall become immediately due and payable.

Further, in the event of default hereunder, MAKER hereby authorizes and empowers, any attorney or the Prothonotary or clerk of any court in the Commonwealth of Pennsylvania, or elsewhere, to appear for MAKER and confess judgment in favor of the PAYEE of this Note for the unpaid balance of principal and any unpaid interest and late charges thereon, with costs of suit and reasonable attorney's fees.

This Note shall bind the MAKER and its successors and assigns, and the benefits hereto shall inure to the PAYEE, his heirs and assigns.

WITNESS the due execution hereof this 21st day of April 1997.

THE PHONE GUYS, INC.

By: 

Terry Narehood, President



## GUARANTY

For value received, receipt whereof is hereby acknowledged, and to induce NORMAN R. WISOR (hereinafter referred to as the "Seller") to enter into an agreement for the sale of all issued and outstanding shares of common stock of Clearfield Electronic Supply Co., Inc., a Pennsylvania corporation, to THE PHONE GUYS, INC., a Pennsylvania corporation (hereinafter referred to as the "Purchaser"), the undersigned (and each of them if more than one, the "Guarantor") hereby jointly and severally unconditionally guarantees and promises to Seller as follows:

1. *Payment and performance.* The Guarantor guarantees and promises to Seller that Purchaser will promptly perform and comply with each of its agreements contained in the Share Purchase Agreement, and that all sums payable by the Purchaser under such Share Purchase Agreement will be promptly paid when due in accordance with the provisions thereof and, in case of extension of time of payment, in whole or in part, of any such sums, that all such sums will be promptly paid when due in accordance with the terms of such extension.

2. *Waiver of notice of modification of Share Purchase Agreement.* The Guarantor hereby consents that at any time and from time to time without notice to the Guarantor, the time for the Purchaser's performance of or compliance with any of its obligations contained in such Share Purchase Agreement may be extended or such performance or compliance may be waived by the Seller; such Share Purchase Agreement may from time to time be amended for the purpose of adding any provision thereto or changing in any manner the rights of Seller or of Purchaser thereunder; payment of any sums due or to become due under such Share Purchase Agreement may be extended, in whole or in part; and the terms of such Share Purchase Agreement may be waived by the Seller in its sole discretion, all without affecting the liability of the Guarantor hereunder.

3. *Seller remedies.* Seller may pursue its rights and remedies under this Guaranty and shall be entitled to payment hereunder and to enforce all of its other rights hereunder notwithstanding any other guaranty of, or security for, all or any part of the obligations of Purchaser under such Share Purchase Agreement and notwithstanding any action taken or omitted to be taken by Seller to enforce any of its rights or remedies under such other guaranty or with respect to any other security, or any payment received thereunder, and the Guarantor shall not be subrogated, in whole or in part, to the rights of Seller against Purchaser under such Share Purchase Agreement until Seller shall have been paid in full all such sums as are at any time payable by Purchaser under such Share Purchase Agreement.

4. *Assignment of guaranty.* Seller may assign this instrument or any rights and powers hereunder with any assignment of such Share Purchase Agreement or any sums due or to become due, or any rights, claims, powers and remedies thereunder and, in the event of such assignment, such assignee shall have the same rights and remedies as if originally named herein.

5. *Waiver of presentment, demand, and protest.* Guarantor hereby waives diligence, presentment of any instrument, demand for payment, protest and notice of nonpayment or protest and the performance of each and every condition precedent to which Guarantor might otherwise be entitled by law and notice of the creation or accrual of any of the obligations of Purchaser to Seller under such Share Purchase Agreement and all demands whatsoever.

6. *Independent obligation.* Seller's obligations shall be deemed to have been created, contracted or incurred in reliance upon this Guaranty. The obligations of the undersigned hereunder are joint and several, and are independent of the obligations of Purchaser. A separate action or actions may be brought and prosecuted against Guarantor, or any of them, whether an action is brought against Purchaser or whether Purchaser be joined in any such action or actions and Guarantor waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

7. *Unconditional guaranty.* This Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment irrespective of the validity, or enforceability of: (i) any of the obligations of Purchaser to Seller as aforesaid; or (ii) the Share Purchase Agreement; or (iii) any security therefor, and notwithstanding any present or future law or order of any government (de jure or de facto) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of Purchaser or other obligor or to vary any terms of payment, and irrespective of any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or a guarantor.

8. *Waiver of jury, Guarantor defined.* Guarantor hereby waives any and all right to a trial by jury in any action or proceeding based hereon. If there is but a single Guarantor, then all words used herein shall be deemed to have been used in the singular where the context and construction so require and if this Guaranty is executed by more than one Guarantor, the word "Guarantor" shall mean all and any one or more of them.

9. *Miscellaneous.* This Guaranty cannot be changed or terminated orally, shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, shall be binding upon the heirs, executors, administrators, successors, and assigns of the Guarantor and shall enure to the benefit of Seller, its successors and assigns.

**IN WITNESS WHEREOF** this Guaranty has been executed by the undersigned upon the date indicated below.

**RONALD P. BOYLES, SR.**

Ronald P. Boyles Sr.  
Date: 4/2/97

**JACQUELYN S. BOYLES**

Jacquelyn S. Boyles  
Date: 4-2-97

**TERRY NAREHOOD**

Terry Narehood  
Date: 4/2/97

**LISA NAREHOOD**

Lisa Narehood  
Date: 4/2/97

**DENNIS WOOD**

Dennis Wood  
Date: 4-2-97

**SHERRY WOOD**

Sherry L. Wood  
Date: 4-2-97

WIT

**Loan Amortization Schedule**  
Loan Amortized at 7%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
Opening Balance					136,000.00
10/1/97	1	1,500.00	706.67	793.33	135,293.33
11/1/97	2	1,500.00	710.79	789.21	134,582.54
12/1/97	3	1,500.00	714.94	785.06	133,867.60
1/1/98	4	1,500.00	719.11	780.89	133,148.49
2/1/98	5	1,500.00	723.30	776.70	132,425.19
3/1/98	6	1,500.00	727.52	772.48	131,697.67
4/1/98	7	1,500.00	731.76	768.24	130,965.91
5/1/98	8	1,500.00	736.03	763.97	130,229.88
6/1/98	9	1,500.00	740.33	759.67	129,489.55
7/1/98	10	1,500.00	744.64	755.36	128,744.91
8/1/98	11	1,500.00	748.99	751.01	127,995.92
9/1/98	12	1,500.00	753.36	746.64	127,242.56
10/1/98	13	1,500.00	757.75	742.25	126,484.81
11/1/98	14	1,500.00	762.17	737.83	125,722.64
12/1/98	15	1,500.00	766.62	733.38	124,956.02
1/1/99	16	1,500.00	771.09	728.91	124,184.93
2/1/99	17	1,500.00	775.59	724.41	123,409.34
3/1/99	18	1,500.00	780.11	719.89	122,629.23
4/1/99	19	1,500.00	784.66	715.34	121,844.57
5/1/99	20	1,500.00	789.24	710.76	121,055.33
6/1/99	21	1,500.00	793.84	706.16	120,261.49
7/1/99	22	1,500.00	798.47	701.53	119,463.02
8/1/99	23	1,500.00	803.13	696.87	118,659.89
9/1/99	24	1,500.00	807.82	692.18	117,852.07
10/1/99	25	1,500.00	812.53	687.47	117,039.54
11/1/99	26	1,500.00	817.27	682.73	116,222.27
12/1/99	27	1,500.00	822.04	677.96	115,400.23
1/1/00	28	1,500.00	826.83	673.17	114,573.40
2/1/00	29	1,500.00	831.66	668.34	113,741.74
3/1/00	30	1,500.00	836.51	663.49	112,905.23
4/1/00	31	1,500.00	841.39	658.61	112,063.84
5/1/00	32	1,500.00	846.29	653.71	111,217.55
6/1/00	33	1,500.00	851.23	648.77	110,366.32
7/1/00	34	1,500.00	856.20	643.80	109,510.12
8/1/00	35	1,500.00	861.19	638.81	108,648.93
9/1/00	36	1,500.00	866.21	633.79	107,782.72
10/1/00	37	1,500.00	871.27	628.73	106,911.45
11/1/00	38	1,500.00	876.35	623.65	106,035.10
12/1/00	39	1,500.00	881.46	618.54	105,153.64
1/1/01	40	1,500.00	886.60	613.40	104,267.04
2/1/01	41	1,500.00	891.78	608.22	103,375.26
3/1/01	42	1,500.00	896.98	603.02	102,478.28
4/1/01	43	1,500.00	902.21	597.79	101,576.07
5/1/01	44	1,500.00	907.47	592.53	100,668.60
6/1/01	45	1,500.00	912.77	587.23	99,755.83
7/1/01	46	1,500.00	918.09	581.91	98,837.74
8/1/01	47	1,500.00	923.45	576.55	97,914.29
9/1/01	48	1,500.00	928.83	571.17	96,985.46
10/1/01	49	1,500.00	934.25	565.75	96,051.21
11/1/01	50	1,500.00	939.70	560.30	95,111.51
12/1/01	51	1,500.00	945.18	554.82	94,166.33
1/1/02	52	1,500.00	950.70	549.30	93,215.63
2/1/02	53	1,500.00	956.24	543.76	92,259.39
3/1/02	54	1,500.00	961.82	538.18	91,297.57
4/1/02	55	1,500.00	967.43	532.57	90,330.14
5/1/02	56	1,500.00	973.07	526.93	89,357.07
6/1/02	57	1,500.00	978.75	521.25	88,378.32
7/1/02	58	1,500.00	984.46	515.54	87,393.86
8/1/02	59	1,500.00	990.20	509.80	86,403.66
9/1/02	60	1,500.00	995.98	504.02	85,407.68

Loan Amortization Schedule  
Loan Amortized at 7%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
10/1/02	61	1,500.00	1,001.79	498.21	84,405.89
11/1/02	62	1,500.00	1,007.63	492.37	83,398.26
12/1/02	63	1,500.00	1,013.51	486.49	82,384.75
1/1/03	64	1,500.00	1,019.42	480.58	81,365.33
2/1/03	65	1,500.00	1,025.37	474.63	80,339.96
3/1/03	66	1,500.00	1,031.35	468.65	79,308.61
4/1/03	67	1,500.00	1,037.37	462.63	78,271.24
5/1/03	68	1,500.00	1,043.42	456.58	77,227.82
6/1/03	69	1,500.00	1,049.50	450.50	76,178.32
7/1/03	70	1,500.00	1,055.63	444.37	75,122.69
8/1/03	71	1,500.00	1,061.78	438.22	74,060.91
9/1/03	72	1,500.00	1,067.98	432.02	72,992.93
10/1/03	73	1,500.00	1,074.21	425.79	71,918.72
11/1/03	74	1,500.00	1,080.47	419.53	70,838.25
12/1/03	75	1,500.00	1,086.78	413.22	69,751.47
1/1/04	76	1,500.00	1,093.12	406.88	68,658.35
2/1/04	77	1,500.00	1,099.49	400.51	67,558.86
3/1/04	78	1,500.00	1,105.91	394.09	66,452.95
4/1/04	79	1,500.00	1,112.36	387.64	65,340.59
5/1/04	80	1,500.00	1,118.85	381.15	64,221.74
6/1/04	81	1,500.00	1,125.37	374.63	63,096.37
7/1/04	82	1,500.00	1,131.94	368.06	61,964.43
8/1/04	83	1,500.00	1,138.54	361.46	60,825.89
9/1/04	84	1,500.00	1,145.18	354.82	59,680.71
10/1/04	85	1,500.00	1,151.86	348.14	58,528.85
11/1/04	86	1,500.00	1,158.58	341.42	57,370.27
12/1/04	87	1,500.00	1,165.34	334.66	56,204.93
1/1/05	88	1,500.00	1,172.14	327.86	55,032.79
2/1/05	89	1,500.00	1,178.98	321.02	53,853.81
3/1/05	90	1,500.00	1,185.85	314.15	52,667.96
4/1/05	91	1,500.00	1,192.77	307.23	51,475.19
5/1/05	92	1,500.00	1,199.73	300.27	50,275.46
6/1/05	93	1,500.00	1,206.73	293.27	49,068.73
7/1/05	94	1,500.00	1,213.77	286.23	47,854.96
8/1/05	95	1,500.00	1,220.85	279.15	46,634.11
9/1/05	96	1,500.00	1,227.97	272.03	45,406.14
10/1/05	97	1,500.00	1,235.13	264.87	44,171.01
11/1/05	98	1,500.00	1,242.34	257.66	42,928.67
12/1/05	99	1,500.00	1,249.58	250.42	41,679.09
1/1/06	100	1,500.00	1,256.87	243.13	40,422.22
2/1/06	101	1,500.00	1,264.20	235.80	39,158.02
3/1/06	102	1,500.00	1,271.58	228.42	37,886.44
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9/1/06	108	1,500.00	1,316.74	183.26	30,099.67
10/1/06	109	1,500.00	1,324.42	175.58	28,775.25
11/1/06	110	1,500.00	1,332.14	167.86	27,443.11
12/1/06	111	1,500.00	1,339.92	160.08	26,103.19
1/1/07	112	1,500.00	1,347.73	152.27	24,755.46
2/1/07	113	1,500.00	1,355.59	144.41	23,399.87
3/1/07	114	1,500.00	1,363.50	136.50	22,036.37
4/1/07	115	1,500.00	1,371.45	128.55	20,664.92
5/1/07	116	1,500.00	1,379.45	120.55	19,285.47
6/1/07	117	1,500.00	1,387.50	112.50	17,897.97
7/1/07	118	1,500.00	1,395.60	104.40	16,502.37
8/1/07	119	1,500.00	1,403.74	96.26	15,098.63
9/1/07	120	15,186.71	15,098.63	88.08	0.00
GRAND TOTAL		193,600.71	100,000.00	57,686.71	0.00

**Loan Amortization Schedule**  
Loan Amortized at 7%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
10/1/02	61	1,500.00	1,001.79	498.21	84,405.89
11/1/02	62	1,500.00	1,007.63	492.37	83,398.26
12/1/02	63	1,500.00	1,013.51	486.49	82,384.75
1/1/03	64	1,500.00	1,019.42	480.58	81,365.33
2/1/03	65	1,500.00	1,025.37	474.63	80,339.96
3/1/03	66	1,500.00	1,031.35	468.65	79,308.61
4/1/03	67	1,500.00	1,037.37	462.63	78,271.24
5/1/03	68	1,500.00	1,043.42	456.58	77,227.82
6/1/03	69	1,500.00	1,049.50	450.50	76,178.32
7/1/03	70	1,500.00	1,055.63	444.37	75,122.69
8/1/03	71	1,500.00	1,061.78	438.22	74,060.91
9/1/03	72	1,500.00	1,067.98	432.02	72,992.93
10/1/03	73	1,500.00	1,074.21	425.79	71,918.72
11/1/03	74	1,500.00	1,080.47	419.53	70,838.25
12/1/03	75	1,500.00	1,086.78	413.22	69,751.47
1/1/04	76	1,500.00	1,093.12	406.88	68,658.35
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4/1/04	79	1,500.00	1,112.36	387.64	65,340.59
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8/1/07	119	1,500.00	1,403.74	96.26	15,098.63
9/1/07	120	15,186.71	15,098.63	88.08	0.00
<b>GRAND TOTAL</b>		<b>193,686.71</b>	<b>136,000.00</b>	<b>57,686.71</b>	<b>0.00</b>

4,453.46  
979.30  
3774.16

**Loan Amortization Schedule**  
Loan Amortized at 7%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
10/1/02	61	1,500.00	1,001.79	498.21	84,405.89
11/1/02	62	1,500.00	1,007.63	492.37	83,398.26
12/1/02	63	1,500.00	1,013.51	486.49	82,384.75
1/1/03	64	1,500.00	1,019.42	480.58	81,365.33
2/1/03	65	1,500.00	1,025.37	474.63	80,339.96
3/1/03	66	1,500.00	1,031.35	468.65	79,308.61
4/1/03	67	1,500.00	1,037.37	462.63	78,271.24
5/1/03	68	1,500.00	1,043.42	456.58	77,227.82
6/1/03	69	1,500.00	1,049.50	450.50	76,178.32
7/1/03	70	1,500.00	1,055.63	444.37	75,122.69
8/1/03	71	1,500.00	1,061.78	438.22	74,060.91
9/1/03	72	1,500.00	1,067.98	432.02	72,992.93
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8/1/07	119	1,500.00	1,403.74	96.26	15,098.63
9/1/07	120	15,186.71	15,098.63	88.08	0.00
<b>GRAND TOTAL</b>		<b>193,666.71</b>	<b>136,000.00</b>	<b>57,666.71</b>	<b>0.00</b>

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

JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
 : No. 06 - 1442 - CD  
vs. :  
 :  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :


CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Plaintiff's Motion for Summary Judgment, Affidavit of Joan P. Wisor, and Affidavit of John A. Ayres, Jr., in the above-captioned matter to the following parties by postage prepaid United States first class mail on the 30th day of April, 2007:

Rodney A. Beard, Esquire  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

Ronald P. Boyles  
Jacquelyn S. Boyles  
340 Parker Road  
Clearfield, PA 16830

BELIN, KUBISTA & RYAN

By   
Carl A. Belin, Jr., Esq.  
Attorney for Plaintiff



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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

:  
:  
:  
: No. 06 - 1442 - CD  
:  
:  
: AFFIDAVIT OF  
: JOAN P. WISOR  
:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

FILED 4cc  
01/10/55301 Amy Belin  
APR 30 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
 : No. 06 - 1442 - CD  
vs. :  
 :  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared  
Joan P. Wisor, who being duly sworn according to law, deposes  
and says as follows:

1. That she is the wife of Norman R. Wisor who sold  
all the common stock of Clearfield Electronic Supply Company  
("CESC") to the Phone Guys, Inc., by an agreement dated  
April 2, 1997;

2. That a shortage existed in the inventory that  
was on the floor plan of Thomson Consumer Electronics, and as a  
result, an adjustment was made for the missing merchandise to  
reduce the purchase price from \$150,000 to \$136,000;

3. That thereafter, no further claims were made by  
the Phone Guys, Inc. or Ronald P. Boyles, Sr., for any further

merchandise shortages nor was there ever any claim made for payroll, wage, or other tax liabilities of the company;

4. That Ronald P. Boyles, Sr., on two (2) separate occasions which occurred sometime prior to 2003, suggested to Mr. and Mrs. Wisor that he would like to negotiate the price further for "missing merchandise" which was never explained nor did Boyles ever pursue his suggestion that further concessions should be made on the 1997 purchase price by proposing a meeting, nor did he take any action prior to 2006;

5. That the matter was never raised again until the letters from his attorney on February 2, April 7 and May 15 of 2006, attached hereto as Exhibits "1," "2," and "3";

6. That before Mr. Wisor died on June 5, 2006, the following reply letters dated April 14, 2006 and May 25, 2006, were directed to Mr. Beard by Mr. Wisor prior to his death, attached hereto as Exhibits "4," and "5";

7. That no claim has ever been made suggesting that any deduction for particular merchandise and/or tax liabilities was ever submitted to the Wisors from April 2, 1997 to date;

8. That Ronald P. Boyles, Sr., stopped making payments pursuant to the amortization schedule prepared by him after the March 1, 2006 payment;

9. That notice was given to resume the payments after which the total amount was accelerated to the balance due

of \$37,886.44, and an action was filed against Mr. and Mrs. Boyles on their guaranty;

10. That in the file relating to the sale of the business, your Affiant found a document which she believes and avers was the basis for the settlement made on April 2, 1997, which reduced the purchase price from \$150,000 to \$136,000, and a review of said file shows that the parties considered all missing inventory as well as all payroll and/or tax liabilities were resolved on April 2, 1997, attached hereto as Exhibit "6;"

11. That Boyles was advised prior to closing that RCA had terminated all dealerships, including CESC, which letter was given to Boyles with the records of CESC at the time of closing;

12. That no claim was ever made by Boyles or his attorney relating to the termination of the dealership by RCA at any time.

AND SHE WILL EVER PRAY.

Joan P. Wisor  
Joan P. Wisor

Sworn and subscribed before me this 26th day of April, 2007.

Susan M. Hartzfeld  
Notary Public



RODNEY A. BEARD

320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823  
ph. 814.548.0028 fax 814.548.0030  
www.beardlawco.com

February 2, 2006

Norman R. Wisor, Sr.  
RD 1 Box 292  
West Decatur, PA 16878

Re: Clearfield Electronic Supply Co., Inc.

Dear Mr. Wisor:

Ron Boyles, Sr., has recently been in contact with my office regarding the status of the obligation to pay you the purchase price for the acquisition of Clearfield Electronic Supply Co., Inc. As you may recall, at the closing in the transaction several financial irregularities arose which caused the creation of an Amendment to the Purchase Agreement. The Amendment to the Purchase Agreement provided that the purchase price would be adjusted downward by the value of any merchandise found missing that was supposed to be located on business premises or owned by the business, and for any tax liabilities. For your information, I am enclosing a copy of the amendment which you signed.

Due to missing merchandise, floor plan arrangements, and other matters that would have the effect of reducing the purchase price, it appears that the purchase price should have been approximately \$100,000, rather than \$150,000. Mr. Boyles has authorized me to propose reestablishing the purchase price at \$100,000. Because Mr. Boyles has already paid you the amount of \$136,000 in monthly principal and interest payments under the Note, reestablishing the original purchase price at \$100,000 to be financed over ten (10) years at seven (7) percent interest would mean that the full purchase price plus interest (and then some) has already been paid. Thus, if you accept this proposal, no further payments will be made.

I look forward to hearing from you soon regarding reestablishing the original purchase price in accordance with the Amendment. Thank you.

Very truly yours,

Rodney A. Beard

RAB/hrr  
Enclosure

c: Ron Boyles, Sr.

N:\Clients\B\Boyles Insurance - Clfd\General Matters\Wisor.2-1-06.doc

Exhibit "1"

# BEARD

LAW COMPANY

320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823  
ph. 814.548.0028 fax 814.548.0030  
www.beardlawco.com

RODNEY A. BEARD

April 7, 2006

John Ayres, Jr., Esquire  
101 South Second Street  
Clearfield, PA 16830

Re: Norman Wisor - Clearfield Electronic Supply

Dear Jack:

I related your client's request for backup documentation on the adjustment figures to Mr. Boyles. At the present time, and until Mr. Wisor recognizes that there needs to be an adjustment in accordance with the terms of the Addendum that was executed at closing, it does not appear appropriate to provide additional documentation.

Please let me know if your client will recognize the need for an adjustment in accordance with the Addendum. Hopefully, we will then be able to arrive at a figure that is fair to all parties.

I look forward to hearing from you. Thank you.

Very truly yours,



Rodney A. Beard

RAB/hrr

c: Ron Boyles, Sr.

N:\Clients\B\Boyles Insurance - Clfd\General Matters\Ayres, 4-7-06.doc



RODNEY A. BEARD

320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823  
ph. 814.548.0028 fax 814.548.0030  
www.beardlawco.com

May 15, 2006

Norman R. Wisor, Sr.  
2191 Long Run Road  
West Decatur, PA 16878

Re: Clearfield Electronic Supply Co., Inc.

Dear Mr. Wisor:

Thank you for your correspondence of April 14, 2006, regarding the above referenced matter. I discussed the matter with Mr. Boyles, and he believes additional adjustment of the purchase price is warranted. In accordance with my prior correspondence, the additional adjustment could be as high as \$64,828. However, in an effort to resolve the matter amicably, Mr. Boyles has authorized me to propose reflecting the initial adjustment for an additional \$16,000 (in addition to the initial acknowledged adjustment to \$136,000) so that the initial purchase price will be \$120,000.

If you are in agreement with this adjustment, Mr. Boyles will release the current funds in escrow to you (\$4,500 plus interest) and monthly payments in the amount of \$1,500 will continue until the full amount due will have been paid.

Please let me know if this proposal is acceptable to you. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to be "Rodney A. Beard", written over a horizontal line.

Rodney A. Beard

RAB/hrr

c: Ron Boyles, Sr.

N:\Clients\B\Boyles Insurance - Clfd\General Matters\Wisor.4-24-06.doc

Exhibit "3"

04-14-06

Norman R. Wisor, Sr.  
2191 Long Run Road  
West Decatur, PA 16878

Beard Law Company  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

Dear Mr. Beard:

We have considered Mr. Boyles' proposal to further adjust the purchase price of Clearfield Electronic Supply, Co., Inc. After consideration, we find that further adjustment is not warranted. Any outstanding debits and/or missing inventory were addressed at the time of closing when the original price of \$150,000.00 was reduced to \$136,000.00.

Please address any further correspondence directly to us at:  
2191 Long Run Road  
West Decatur, PA 16878

Please notify Mr. Boyles of our decision.

Sincerely,

Norman R. Wisor, Sr. and

Joan P. Wisor



May 25, 2006

Norman R. and Joan P Wisor  
2191 Log Run Road  
West Decatur, PA 16878

Beard Law Company  
320 Rolling Ridge Drive, Suite A  
Bellefonte, PA 16823

Dear Mr. Beard:

We have reviewed and discussed your proposal, but we remain perplexed about the decline in the value of our business over the past seven years. In the interest of fairness, we respectfully request an explanation of Mr. Boyles' reasoning. Given the facts that we currently have before us, we must decline your proposal.

Sincerely,

Norman R Wisor, Sr

Joan P Wisor

1506853  
13  
17  
19

584 CONSUMER ELECTRONICS  
NORTHEAST

110623 CLEARFIELD ELECTRONIC SUPPLY  
1605 WASHINGTON AVE  
DALLAS, TX 75281

REMIT TO- REMIT TO-  
J D BOX 890880  
DALLAS, TX 75389-0880

CONTACT ARMILDA ALLEN  
317A/C-517317-587-5275  
01/27/97 10#29

HYDE PA 16843

ITEMS	DATE OF NOTE	PLAN NO.	ORIGINAL AMOUNT	MANUFACTURER NAME	UNIT NAME	MODEL NO.	SERIAL NO.	PRESENT BALANCE	CURRENT AMOUNT	AMOUNT DUE	MATURITY DATE	COLL.
10	011397	8201	21900	RCA	VCR 678HF	VR678HF	NONE	21900	21900	21900	01/27/97	04/22
27	102786	8203	21900	RCA	VCR 678HF	VR678HF	NONE	21900	21900	21900	01/27/97	04/22
64	040397	8201	31500	RCA	VCR 678HF	VR678HF	NONE	31500	31500	31500	01/27/97	04/22
73	011218	8201	8775	RCA	VCR 678HF	VR678HF	NONE	8775	8775	8775	01/27/97	04/22
09	072496	8201	14900	RCA	VCR 678HF	VR678HF	NONE	14900	14900	14900	01/27/97	04/22
14	031296	8201	32900	RCA	VCR 678HF	VR678HF	NONE	32900	32900	32900	01/27/97	04/22
14	031296	8201	32900	RCA	VCR 678HF	VR678HF	NONE	32900	32900	32900	01/27/97	04/22
10	072496	8201	29900	RCA	VCR 678HF	VR678HF	NONE	29900	29900	29900	01/27/97	04/22
10	072496	8201	29900	RCA	VCR 678HF	VR678HF	NONE	29900	29900	29900	01/27/97	04/22
10	072496	8201	29900	RCA	VCR 678HF	VR678HF	NONE	29900	29900	29900	01/27/97	04/22
160	082795	8203	18126	RCA	VCR 678HF	VR678HF	NONE	18126	18126	18126	01/27/97	04/22

*Handwritten:*  
\$12,479.43  
\$9,087.40  
Matured

*Handwritten:*  
12479.43  
19974.43  
10505.43

AMOUNT	NO. SAU.	AMOUNT	NO. OTHER	AMOUNT	CURTAINMENTS DUE
45,641.45					

DATE: 1/28/97  
PAGE NO. 6  
TOTAL COLLECTED: 21,858.06  
INS: 297.23  
INT: 297.23  
TOTAL DUE: 21,858.06

UPS

3/8/97

311.33

Wheellock

2/8/97

45.79

357.12

9943.81

Yldeite Co

- 832.46

3/31/97

Burns + Burns

3006.50

196

Nam Woon

50.61

PARTS HE PUT ON HIS  
CARD CARD

3/2

13833.38

~~34597.00~~

~~Thomson~~

~~8531.25~~

12479.43

~~34897.00~~

26312.81

23,833.37

9979.68

13,853.69

Accts Payable - Merch 2624.74

TV - 37692.45 (33904.45)?

Other  $\leftarrow 2863.02$   
43180.21

Accts Rec - Shortslaps - 4795.12

Morton Carter - 7877.44

Wholesale Cust - 5184.56

$\leftarrow$  from Mrs. Warr

9979.68

Payroll Liab - 2187.69 (quarterlies + monthly dep)

Corp taxes - \$75.<sup>00</sup>

Checking acct - ?

Name	Inv Date	\$
A&R Electric	3/18/97	60 -
Ad Bargin	3/31/97 (unapplied)	249.59
Arroyo Cofon	8/21/96	990 (422.94 TV Purchase) <sup>567.06</sup>
Arm Elec	3/21/97	485.64
Arm Elec	2/3/97	281.60
Arm Elec	2/14/97	116.05
Allied Elec	2/3/97	682.71
Allied Elec	3/5/97	106.40
Bogen	2/28/97	116.60
Cliff Broad	3/31/97	178.58
Cliff Cure	3/31/97	18.60
CSI Speco	4/4/97 ? →	252.07
Dartona	4/1/97 ? ←	751.87
"	2/6/97	93.76
"	2/25/97	52.67
"	2/27/97	16.41
"	3/25/97	28.72
Fuses Wrl	2/21/97	60.90
Howard Sams	2/10/97	101.50
"	3/4/97	101.50
"	4/3/97 —	105.42
"	4/8/97 =	On 392
Klein Tools	3/11/97	74.40
"	3/11/97	65.88
"	3/11/97	280.39
Kohler App	1/16 + 3/10/97	235.5
AKG dnd	2/28/97	180.53

4971.42

- 505.44

New Senior	2/18/97	215.60	
PTS Elec	2/17/97	76.29	
" "	2/7/97	106.53	
" "	1/31/97	58.92	
" "	1/23/97	74.45	
Philips ECB	3/12/97	11.60	
" "	7/18/96	33.20	
" "	3/11/97	242.91	
" "	3/8/97	3.87	
" "	3/15/97	81.28	
" "	3/22/97	3.84	
" "	3/22/97	3.84	?
" "	3/28/97	115.32	
The Progress	Various Dates	1913.98	Note in File
Russell Ind	1/3/97	103.22	
" "	1/22/97	115.06	
" "	2/4/97	51.48	
" "	2/25/97	54.53	
" "	3/25/97	244.68	
Selecta	1/7/97	254.59	
"	1/13/97	115.30	
"	1/13/97	18.84	
Technics	1/3/97	2.19	
"	2/28/97	.04	
"	3/31/97	.04	
Thomson Parts	Various Dates	713.67	Note in file

465.27

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

:  
:  
:  
: No. 06 - 1442 - CD  
:  
:  
: AFFIDAVIT  
: JOHN A. AYRES, JR.  
:

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

FILED 5cc  
0/10:55/54  
APR 30 2007  
Amy Belin

William A. Shaw  
Prothonotary/Clerk of Courts



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

JOAN P. WISOR, EXECUTRIX OF THE :  
ESTATE OF NORMAN R. WISOR :  
Plaintiff :  
: No. 06 - 1442 - CD  
vs. :  
:  
RONALD P. BOYLES, SR., AND :  
JACQUELYN S. BOYLES, HIS WIFE, :  
Defendants :

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared  
John A. Ayres, Jr., who being duly sworn according to law,  
deposes and says as follows:

1. That he is an attorney licensed to practice in  
the State of Pennsylvania;
2. That he represented Norman R. Wisor in the sale  
of all of the outstanding common stock of Clearfield Electronic  
Supply Company to the Phone Guys, Inc.;
3. That an amendment to the contract on April 2,  
1997, was prepared by Rodney Beard, Esquire, who represented  
Phone Guys and later Boyles, due to some claimed missing  
inventory covered by a floor plan with Thomson Consumer  
Electronics;

4. That thereafter no claim for any specific merchandise was ever made to him from the time of said amended agreement dated April 2, 1997, until he received notice of the letter of February 2, 2006, from Mr. Wisor and thereafter from a letter of Rodney Beard dated April 17, 2006;

5. That he handled the sales transaction through April 9, 1997, and thereafter had no further role in the sale between Norman Wisor and the Phone Guys, Inc., until March 17, 1998, when a consent was signed at the time the stock of Clearfield Electronic Supply Company was transferred to Ronald P. Boyles, Sr., individually, and the letter is attached hereto as Exhibit "1" and the consent dated March 30, 1998 which is hereto attached as Exhibit "2;"

6. That he does not remember a letter terminating the Clearfield Electronic Supply Company's dealership with RCA and has never received any notice of a claim arising out of the termination of the RCA dealership from the Phone Guys or Boyles;

7. That he did not participate in the preparation of the loan amortization schedule rather that was done between the parties.

AND HE WILL EVER PRAY.

John A. Ayres, Jr.  
John A. Ayres, Jr.

Sworn and subscribed before me this 27th day of  
April, 2007.

Susan M. Hartzfeld  
Notary Public



RECEIVED MAR 27 1998

**RODNEY A. BEARD, P.C.**  
ATTORNEY AT LAW

602 N. Science Park Road  
State College, Pennsylvania 16803

Telephone: 814.231.2070  
Fax: 814.231.2073

March 17, 1998

John A. Ayres Jr., Esquire  
217 Market Street  
Clearfield, Pennsylvania 16830

Re: Clearfield Electronic Supply Co., Inc.  
Subsequent transfer of stock

Dear Jack:

Due to some internal changes at The Phone Guys, Inc., and Clearfield Electronic Supply Co., Inc., the parties would like to transfer the stock of Clearfield Electronic Supply Co., Inc., from The Phone Guys, Inc., to Ronald P. Boyles, Sr., individually. All the other terms of the arrangement with Mr. Wisor will remain the same. However, pursuant to the Pledge Agreement, we need to obtain his consent to the transaction. It is my understanding that Ron Boyles has already discussed this with Mr. Wisor.

Enclosed is a Consent I have prepared for this matter. Please let me know if this transaction and the Consent is acceptable to Mr. Wisor.

Please feel free to contact me with any questions. Thank you.

Very truly yours,



Rodney A. Beard

RAB/tad  
Enclosure

## CONSENT

I, Norman R. Wisor, an adult individual and resident of Clearfield County, Pennsylvania, and being designated as the "Creditor," in that certain Pledge Agreement dated April 2, 1997, by The Phone Guys, Inc., as the "Debtor," do hereby consent to the transfer of the stock pursuant to that Pledge Agreement from The Phone Guys, Inc., to Ronald P. Boyles, Sr.

Dated this Mar. day of 30, 1998.

  
Norman R. Wisor

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

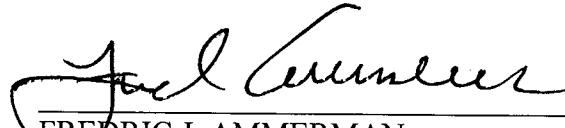
JOAN P. WISOR, EXECUTRIX OF	:	
THE ESTATE OF NORMAN R. WISOR	:	
	:	
vs.	:	No. 06-1442-CD
	:	
RONALD P. BOYLES, SR., AND	:	
JACQUELYN S. BOYLES, HIS WIFE	:	

**ORDER**

AND NOW, this 1 day of May 2007, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above-captioned matter is hereby scheduled for **Tuesday, May 29, 2007 at 2:30 P.M.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

It is the responsibility of the Plaintiff to serve certified copy of said scheduling Order on the Defendant.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED 3CC  
05-20-07  
MAY 01 2007  
Atty Belin  
(GK)

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

No. 06 - 1442 - CD

STIPULATION FOR  
DISCONTINUANCE

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

On behalf of the Defendant:

Rodney A. Beard, Esquire  
PA I.D. #49909

320 Rolling Ridge Drive  
Suite A  
Bellefonte, PA 16823  
(814-548-0028)

FILED

03:06 PM  
JUN 14 2007

20003 Cert.

of Disc to

Atty Belin

William A. Shaw  
Prothonotary/Clerk of Courts

GR

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

JOAN P. WISOR, EXECUTRIX OF THE  
ESTATE OF NORMAN R. WISOR  
Plaintiff

vs.

RONALD P. BOYLES, SR., AND  
JACQUELYN S. BOYLES, HIS WIFE,  
Defendants

No. 06 - 1442 - CD


STIPULATION FOR DISCONTINUANCE


TO THE PROTHONOTARY:

Upon stipulation of counsel for Plaintiff and Defendant,  
please mark the above action and counterclaim settled,  
discontinued and ended.

BELIN, KUBISTA & RYAN

BEARD LAW COMPANY

By   
Carl A. Belin, Jr., Esquire  
Attorney for Plaintiff

By   
Rodney A. Beard, Esquire  
Attorney for Defendant



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Joan P. Wisor  
Norman R. Wisor

Vs.

No. 2006-01442-CD

Ronald P. Boyles Sr.  
Jacquelyn S. Boyles

CERTIFICATE OF DISCONTINUATION

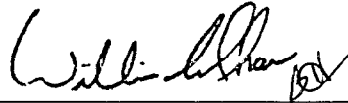
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 14, 2007, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$85.00 have been paid in full by Carl A. Belin, Jr., Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of June A.D. 2007.



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