

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

Joseph A. Vetrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,

Plaintiffs,

v.

Baltazar L. Corcino, an
individual,

Defendant.

No. *06-1935* CD

Type of Pleading:

**COMPLAINT FOR PARTITION
OF REAL PROPERTY**

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED *Any pd. 85.00*
m/10:55/64
NOV 20 2006 *ICC Shff*
William A. Shaw
Prothonotary/Clerk of Courts *ICC Any*

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *
Plaintiffs, *

v.

No. - - CD

Baltazar L. Corcino, an *
individual, *
Defendant. *

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *
Plaintiffs, *

v.

No. - - CD

Baltazar L. Corcino, an *
individual, *
Defendant. *

COMPLAINT FOR PARTITION OF REAL PROPERTY

NOW COMES the Plaintiffs, Joseph A. Vetrano, Richard A. Johnson and Bruno J. Romeo, and by their attorney, James A. Naddeo, Esquire, set forth the following:

1. That the plaintiffs and the defendant were formerly copartners in a general partnership known as Turnpike Real Estate.

2. That the partnership acquired title to two parcels of land being more particularly described as set forth in the deed to each parcel. A true and correct copy of each deed is attached hereto as Exhibit "A" and Exhibit "B."

3. In July of 2005, the defendant withdrew from the partnership.

4. Upon the withdrawal of the partnership the parties became co-tenants each owning an undivided $\frac{1}{4}$ (one/fourth) interest in common in the parcels identified in Exhibits A and B.

5. That plaintiffs and defendant remain the owners of certain real estate in Clearfield County as identified in Exhibit A and B, and all the interests of the parties in the property are held as tenants in common and remain undivided.

6. That each plaintiff as named and the defendant own a 25 percent undivided interest in the property as described above.

7. That no other person other than those named has any title or interest in the property.

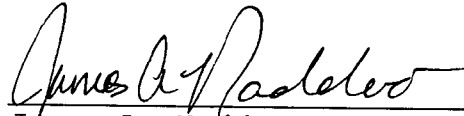
8. No partition or division of the above-described property has ever been made.

WHEREFORE, Plaintiffs request:

(a) the Court decree partition of the real estate;

(b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the Court may direct;

(c) such other and further relief be granted as the Court deems just and proper.

A handwritten signature in cursive script, reading "James A. Naddeo", written over a horizontal line.

James A. Naddeo
Attorney for Plaintiffs

VERIFICATION

I, Richard A. Johnson, D.O., FACOE, plaintiff and copartner in a general partnership known as Turnpike Real Estate, verify that the statements made in the foregoing Complaint for Partition of Real Property are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By: 

Plaintiff, Copartner of Turnpike Real Estate

Dated: November 17, 2006

AFFIDAVIT No. 32304

THIS DEED

MADE the 30 day of December, in the year nineteen hundred and ninety-nine (1999) BETWEEN LEONARD F. SCHICKLING, M.D. (with his wife, DOROTHY E. SCHICKLING, joining in this Deed, as to his share), of Clearfield, Clearfield County, Pennsylvania; BALTAZAR L. CORCINO, M.D., of Clearfield, Clearfield County, Pennsylvania; and the ESTATE OF JOHN R. COVALLA, late of Clearfield, Clearfield County, Pennsylvania, by its Co-Administrators, GEORGE COVALLA, JR. and THOMAS COVALLA; all holding this property as a partnership named TURNPIKE REAL ESTATE, also known as TURNPIKE AVENUE ASSOCIATES, parties of the first part, hereinafter referred to as the GRANTORS,

A N D

BALTAZAR L. CORCINO, M.D., of Clearfield, Clearfield County, Pennsylvania; RICHARD A. JOHNSON, D.O., of Clearfield, Clearfield County, Pennsylvania; BRUNO J. ROMEO, M.D., of Clearfield Clearfield County, Pennsylvania; and JOSEPH A. VETRANO, M.D., of Clearfield, Clearfield County, together becoming equal partners in the above-referenced partnership known as TURNPIKE REAL ESTATE (formerly a\k\ a TURNPIKE AVENUE ASSOCIATES), parties of the second part, hereinafter referred to as the GRANTEES,

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
199921151

RECORDED ON

Dec 30, 1999
2:39:33 PM

RECORDING FEES - \$26.00

RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$29.50

Gearhart

Exhibit "A"

WHEREAS, Leonard F. Schickling, M.D.; Baltazar L. Corcino, M.D. and John R. Covalla, M.D. have formed a partnership named Turnpike Avenue Associates, but also known as Turnpike Real Estate; and

WHEREAS, said partnership purchased the property described below; and

WHEREAS, Dr. John R. Covalla passed away on November 22, 1997, and George Covalla, Jr. and Thomas Covalla were appointed Co-Administrators of his estate by the Register of Wills of Clearfield County, Pennsylvania; and

WHEREAS, the Grantors now wish to convey the partnership, including the real estate to the Grantees;

WITNESSETH, That in consideration of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, their heirs, successors and assigns,

ALL that certain lot or parcel of ground, together with the improvements thereon, situate in the Third Ward of the Borough of Clearfield, formerly Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

ON the North by the Turnpike; on the East by land late of Martin Nichols; on the South of land late of Fulford and Shaw; and on the West by lot of DeBeck; containing about one (1) acre.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4-3-K8-212-28 and 28A.

ALL that certain lot or parcel of land formerly two parcels, but now combines into one, in the Third Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of Turnpike Avenue and Thompson Street; thence along the southern line of Thompson Street South eighty (80) degrees fifteen (15) minutes West

seventy-six (76) feet, more or less, to a point at the line of lot now or formerly of William H. And Mildred A. Boalich; thence along the same South thirteen (13) degrees twenty-four (24) minutes East sixty-three and sixty-three one-hundredths (63.63) feet to a point; thence along land formerly of Wilhelmina Fargo, now of Olive Graham, North eighty-eight (88) degrees East seventy-nine and five tenths (79.5) feet, more or less, to a point on Turnpike Avenue; thence northward along Turnpike Avenue seventy-five (75) feet, more or less, to Thompson Street and the place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4-3-K8-212-27.

BEING the same premises as was conveyed to Leonard F. Schickling, M.D., et al by Deed of Leonard F. Schickling and Dorothy E. Schickling, his wife, dated July 7, 1988 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1232, Page 101.

THE PURPOSE OF THIS DEED BEING TO EVIDENCE THE TRANSFER OF THE OWNERSHIP OF THE LAND-HOLDING PARTNERSHIP WHICH OWNS THE SUBJECT REALTY, AND NOT TO TRANSFER OWNERSHIP OF THE REAL ESTATE. THUS, SINCE BALTAZAR L. CORCINO, M.D., IS NOT TRANSFERRING HIS TWENTY-FIVE (25%) PERCENT INTEREST IN THE LAND-HOLDING PARTNERSHIP, THIS TRANSACTION IS NOT SUBJECT TO REALTY TRANSFER TAX.

TOGETHER with, all and singular, the ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of Grantors in law, equity, or otherwise, howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the same together with all and singular, the said Grantors' hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs, successors and assigns, to and for the only proper use and behoof of the said Grantees and assigns, forever.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1965", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type, preceded by the word "notice" printed in twenty-four point type.

Witness:

[Signature]
Bruno J. Romero MD

This _____ Day of _____

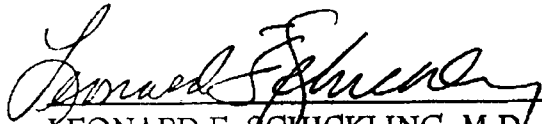
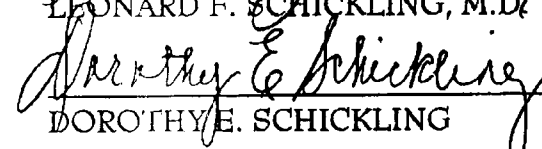
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR INTERESTS OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

The said Grantors will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day

and year first written.


Sealed and delivered in
the presence of:


LEONARD F. SCHICKLING, M.D.

DOROTHY E. SCHICKLING

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantees herein is as follows:

820 Turnpike Avenue
Clearfield, PA 16830


R. Denning Gearhart, Esquire

COMMONWEALTH OF PENNSYLVANIA :

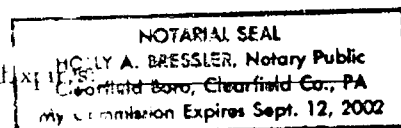
: SS:


COUNTY OF CLEARFIELD :

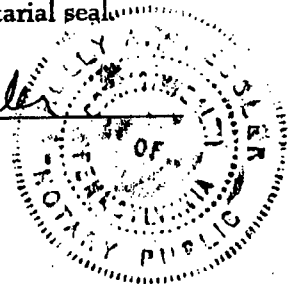
On this, the 30th day of December, 1999, before me, the undersigned
officer, a Notary Public, personally appeared LEONARD F. SCHICKLING, M.D. and
DOROTHY E. SCHICKLING, husband and wife, known to me, or satisfactorily proven, to be the
persons whose names are subscribed to the within instrument, and acknowledged that they executed
the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commis. Expires:



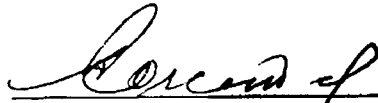

Notary Public



The said grantor will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and year first above written.

Sealed and delivered in
the presence of:


BALTAZAR L. CORCINO, M.D.

COMMONWEALTH OF PENNSYLVANIA :

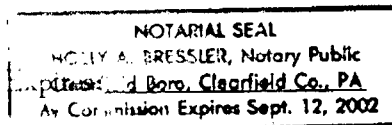
: ss:


COUNTY OF CLEARFIELD :

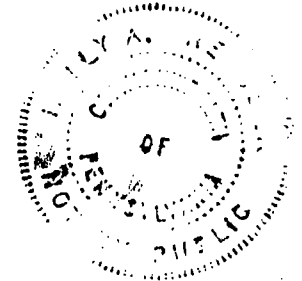
This, the 30th day of December, 1999, before me, the undersigned officer, a Notary Public, personally appeared BALTAZAR L. CORCINO, M.D., an adult individual, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission




Notary Public




The said grantor will **SPECIALY WARRANT** the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and
year first above written.

Sealed and delivered in
the presence of

THE ESTATE OF JOHN R. COVALLA, M.D.


BY: GEORGE COVALLA, JR.
Co-Administrator

STATE OF PENNSYLVANIA :

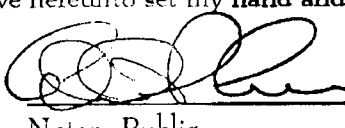
: ss:

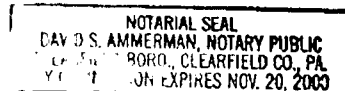
COUNTY OF CLEARFIELD :

On the 30th day of December, 1999, before me, the undersigned
officer, a Notary Public, personally appeared GEORGE COVALLA, JR., Co-Administrator for the
Estate of John R. Covalla, M.D., known to me, or satisfactorily proven, to be the person whose name
is subscribed to within instrument, and acknowledged that he executed the same for the purpose
therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires: _____


Notary Public



The Grantor will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and
year first above written.

Sealed and delivered in
the presence

THE ESTATE OF JOHN R. COVALLA, M.D.


BY: THOMAS COVALLA
Co-Administrator


STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

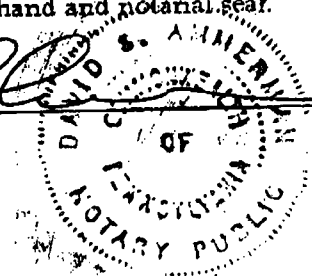
On this, the 30th day of December, 1999, before me, the undersigned
officer, a Notary Public, personally appeared THOMAS COVALLA, Co-Administrator for the
Estate of John R. Covalla, M.D., known to me, or satisfactorily proven, to be the person whose
names are recited to the within instrument, and acknowledged that he executed the same for the
purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires: _____

NOTARIAL SEAL
DAVID S. AMMERMAN, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO., PA.
MY COMMISSION EXPIRES NOV. 20, 2003


Notary Public



KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200103750

RECORDED ON
Mar 16, 2001
1:08:58 PM

RECORDING FEES - \$14.00
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE TRANSFER TAX \$450.00

STATE WRIT TAX \$0.50

CLEARFIELD BOROUGH \$225.00

CLEARFIELD AREA SCHOOLS \$225.00

TOTAL \$916.50
CUSTOMER
GERBHART, R. DENNING

This Deed

MADE the 16th day of March, in the year Two Thousand One (2001)

BETWEEN WILLIAM DAVID BOALICH, a single adult individual, of 1011

Hemlock Lane, Clearfield, Pennsylvania 17025, party of the first part, hereinafter referred to as the
GRANTOR,

AND

BALTAZAR I. P. CINO, M.D., of Clearfield, Pennsylvania; RICHARD A. JOHNSON, D.O.,
of Clearfield, Pennsylvania; BRUNO J. ROMEO, M.D., of Clearfield, Pennsylvania and JOSEPH A.
VETRANO, M.D., of Clearfield, Pennsylvania t/d/b/a TURNPIKE REAL ESTATE, a partnership,
with its principal place of business being 820 Turnpike Avenue, Clearfield, Clearfield County,
Pennsylvania 16830 parties of the second part, hereinafter referred to as the **GRANTEES**,

WITNESSETH, That in consideration of Forty-five thousand and 00/100 (\$45,000.00)

Dollars, in hand paid to the receipt whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantees, their heirs, successors and assigns,

ALL that certain parcel of land situate in the Thompson Addition of the Borough of Clearfield,
Clearfield County, Pennsylvania, bounded and described as follows:

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD
Barbara K. Howell
Borough Secretary

Exhibit "B"

BEGINNING at a post on the South side of Thompson Street approximately seventy-six (76) feet West of the intersection of Thompson Street and Turnpike Avenue; thence along Thompson Street South eighty (80) degrees fifteen (15) minutes West forty (40) feet to a post; thence South thirteen (13) degrees twenty-four (24) minutes East forty-eight and thirteen hundredths (48.13) feet to a post; thence North eighty-eight (88) degrees East forty and seventy-two hundredths (40.72) feet to a post; thence North thirteen (13) degrees twenty-four (24) minutes West fifty-three and sixty-three hundredths (53.63) feet to a post and place of beginning. Being one of several lots laid out by Fred J. Thompson in a block of lots situate in the Third Ward of Clearfield Borough.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4-3-K8-212-26.

BEING the same premises as was conveyed to William David Boalich, a single adult individual, by Deed of William H. Boalich, et ux, dated April 29, 1997 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1837, Page 430.

TOGETHER with, all and singular, the ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of Grantor in law, equity, or otherwise, howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the same together with all and singular, the said Grantor's hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs, successors and assigns, to and for the only proper use and behoof of the said Grantees and assigns, forever.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the coal. I/we further certify that this certification is in a color contrasting with that in the deed and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Joseph A. Romano
By: Joseph A. Romano
for and on behalf of
 Tumpike Real Estate

This 12th Day of March 2001

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF PORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREDITED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

The said grantor will **SPECIALLY WARRANT** the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and year first at _____ written.

Sealed and delivered in the presence of _____

William David Boalich
WILLIAM DAVID BOALICH

CERTIFICATE OF RESIDENCE

I hereby certify the precise residence of the grantees hereinafter is as follows:
820 Turnpike Avenue
Clearfield, PA 16830

R. Denning Gearhart
R. Denning Gearhart, Esquire

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

this, the 16th day of March, 2001, before me, the undersigned officer, a Notary Public, personally appeared WILLIAM DAVID BOALICH, a single adult individual, known to me, or satisfactorily known to me, to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires: _____

James A. Cutler
Notary Public

Notary Seal
James A. Cutler, Notary Public
Clearfield County
Commission Expires June 17, 2003



UA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JOSEPH A. VETRANO, RICHARD A. :

JOHNSON, and BRUNO J. ROMEO :

VS. : NO. 06-1935-CD

BALTAZAR L. CORCINO :

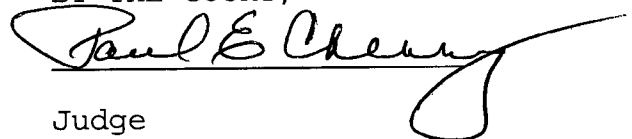
O R D E R

AND NOW, this 13th day of March, 2007, this being the date set for Motion for Order Directing Partition; upon presentation of issues before the Court, it is the ORDER of this Court that said Motion shall be and is hereby granted. The Court hereby directs partition of the subject realty as against the Defendant.

It is the further Order of this Court that Plaintiffs shall provide an accounting to Defendant, with Defendant's counsel providing a list of those items desired in said accounting. Plaintiff shall have no more than thirty (30) days from receipt of the above-mentioned list to provide said accounting.

The Court hereby appoints Benjamin S. Blakley III, Esquire, as Master in Partition, with the parties to be equally responsible for payment of all fees and costs.

BY THE COURT,



Judge

FILED
0123264
MAR 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

12C Atty: Naddo
Sughrue
Morrison
Hankle
Blakley

(6K)

FILED

MAR 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/13/07

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) ☒ Plaintiff(s) Attorney ☒ Other *Bakley*

____ Defendant(s) ☒ Defendant(s) Attorney

____ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

CIVIL DIVISION

No: 06-1935-CD

PRAECIPE FOR APPEARANCE

Filed on Behalf of Defendant,
Baltazar L. Corcino

Counsel of Record for this Party:

James R. Hankle, Esquire
PA I.D. No. 36019

Cynthia M. Morrison, Esquire
PA I.D. No. 87971

SHERRARD, GERMAN & KELLY, P.C.
Firm No. 006

28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
(412) 355-0200

FILED *NO CC*
11:29 AM
MAR 29 2007 *copy to CIA*

William A. Shaw
Prothonotary/Clerk of Courts

(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

CIVIL DIVISION

No: 06-1935-CD

Plaintiffs,

v.

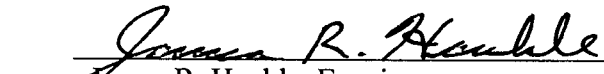
BALTAZAR L. CORCINO, an
individual,


Defendant.

PRAECIPE FOR APPEARANCE

Kindly enter the appearance of James R. Hankle, Esquire and Cynthia M. Morrison,
Esquire, and the law firm of Sherrard, German & Kelly, P.C. for the Defendant, Baltazar L.
Corcino, in the above-captioned case.

Sherrard, German & Kelly, P.C.


James R. Hankle, Esquire
PA No. 36019

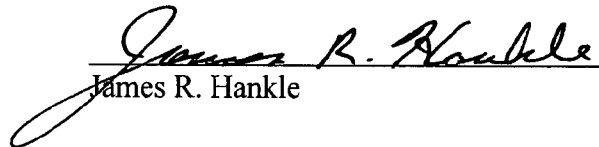

Cynthia M. Morrison, Esquire
PA No. 87971

Attorneys for Defendant,
Baltazar L. Corcino.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Praeceptum for Appearance was served upon opposing counsel via United States Mail, first class delivery, postage prepaid this 27th day of March, 2007:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830


James R. Hankle

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

Joseph Vetrano, Richard A. Johnson,
And Bruno J. Romeo, individuals,
Plaintiffs,

vs.

Baltazar L. Corcino, an individual,
Defendant.

No. 06-1935-CD

* Type of Case: Civil

* Type of Pleading: Praecipe for Withdrawal of
Appearance

* Filed on behalf of: Defendant

* Counsel of Record for this Party:

* John Sughrue, Esquire
* Attorney I. D. No. 01037
* 23 North Second Street
* Clearfield, PA 16830
* Phone: (814) 765-1704
* Fax: (814) 765-6959

* Other Counsel of Record:

* James A. Naddeo, Esq.
* 207 East Market Street
* PO Box 552
* Clearfield, PA 16830
* Phone: (814) 765-1601
* Fax: (814) 765-8142

FILED 500
013:23/30 Atty
MAR 29 2007 Sughrue

William A. Shaw
Prothonotary/Clerk of Courts

Copy to
CIA

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

Joseph A. Ventrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,

Plaintiffs,

V.

Baltazar L. Corcino, an individual,

Defendant.

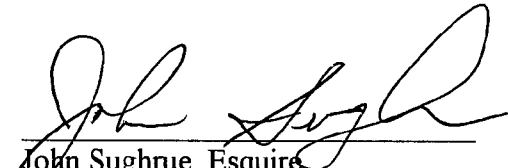
*
*
*
*
*
*
*
*
*

No. 06-1935-CD

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO WILLIAM A. SHAW, PROTHONOTARY.

New Counsel, James R. Hankle et al., having previously entered their appearance on behalf of the Defendant, you are requested to kindly withdraw my appearance entered on behalf of Baltazar L. Corcino, Defendant in the above-captioned matter.


John Sughrue, Esquire
Attorney for Defendant

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on March 29, 2007, I caused a true and correct copy of a PRAECIPE FOR WITHDRAWAL OF APPEARANCE, to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

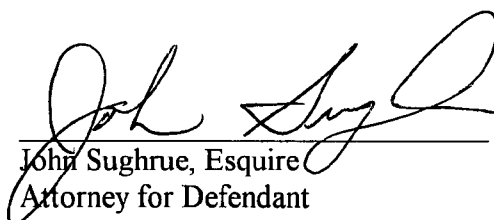
James A. Naddeo, Esquire
207 East Market Street
P.O. Box 552
Clearfield, PA 16830

Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

James R. Hankle, Esquire
Sherrard, German & Kelly, P.C.
620 Liberty Ave., Ste. 2800
Pittsburgh, PA 15222-2705

Benjamin S. Blakley, III., Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Date: March 29, 2007


John Sughrue, Esquire
Attorney for Defendant

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

Joseph A. Vetrano, Richard A. Johnson,
and Bruno J. Romeo, individuals,
Plaintiffs,

vs.

Baltazar L. Corcino, an individual,
Defendant.

*
*
*
*
*
*
*
*
*

No. 06-1935-CD

FILED 4CC
01/10:54/01
DEC 04 2006
Atty Sughrue

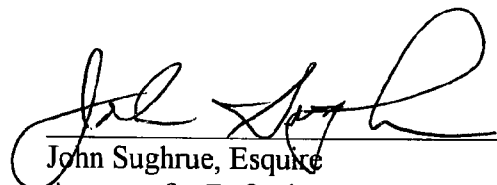
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR ENTRY OF APPEARANCE

TO: WILLIAM A. SHAW, PROTHONOTARY.

Kindly enter my appearance on behalf of Baltazar L. Corcino, Defendant in the above-captioned matter. Direct all notices, pleadings, and matters concerning the client or this case to the undersigned.

Date: December 4, 2006



John Sughrue, Esquire
Attorney for Defendant
Attorney I. D. #01037
23 North Second Street
Clearfield, PA 16830
(814) 765-1704
Fax: (814) 765-6959

cc: Mr. Baltazar L. Corcino
James A. Naddeo, Esquire

CERTIFICATE OF SERVICE

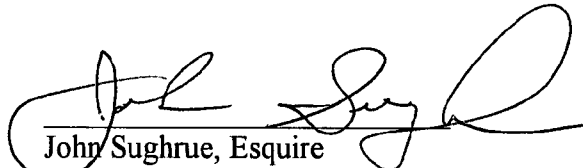
AND NOW, I do hereby certify that on December 4, 2006, I caused a true and correct copy of PRAECIPE FOR APPEARANCE to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

James A. Naddeo, Esq.
207 East Market Street
P.O. Box 552
Clearfield, PA 16830

Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Date: December 4, 2006


John Sughrue, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

CIVIL DIVISION

No: 06-1935-CD

**ANSWER, NEW MATTER
AND COUNTERCLAIM**

Filed on Behalf of Defendant,
Baltazar L. Corcino

Counsel of Record for this Party:

James R. Hankle, Esquire
PA I.D. # 36019

Cynthia M. Morrison, Esquire
PA I.D. #87971

SHERRARD, GERMAN & KELLY, P.C.
Firm #006

28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
(412) 355-0200

TO PLAINTIFFS

YOU ARE HEREBY NOTIFIED TO FILE
A WRITTEN RESPONSE TO THE ENCLOSED
NEW MATTER AND COUNTERCLAIM
WITHIN TWENTY (20) DAYS FROM SERVICE
HEREOF OR A JUDGMENT MAY BE ENTERED
AGAINST YOU.

SHERRARD, GERMAN & KELLY, P.C.

BY: _____
ATTORNEYS FOR DEFENDANT,
BALTAZAR L. CORCINO

FILED ^{NO} ^{CC}
M 110:33/6H
DEC 26 2006 ©

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

CIVIL DIVISION

No: 06-1935-CD

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after the Notice is 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 Defendant. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**RONDA WISOR, DEPUTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
MARKET AND SECOND STREETS
CLEARFIELD, PA 16830
(814) 765-2641, EXTENSION 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

CIVIL DIVISION

No: 06-1935-CD

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

ANSWER, NEW MATTER AND COUNTERCLAIM

NOW COMES Defendant, Baltazar L. Corcino ("Dr. Corcino"), by and through his undersigned counsel, and files the within Answer, New Matter and Counterclaim as follows:

ANSWER

1. The averments contained in Paragraph 1 of the Complaint are denied. Plaintiffs and Dr. Corcino are currently copartners in a general partnership known as Turnpike Real Estate (hereafter "Turnpike Real Estate" or the "Partnership"). It is specifically denied that Dr. Corcino is a former copartner of Turnpike Real Estate. A true and correct copy of the Partnership Agreement (hereafter "Agreement") is attached hereto as Exhibit "1".

2. The averments contained in Paragraph 2 of the Complaint are denied as stated. Turnpike Real Estate acquired title to three parcels of land commonly referred to as (i) 816 Turnpike, (ii) 820 Turnpike, and (iii) Thompson Street (the "Partnership Property"). It is specifically denied that the Partnership acquired only two parcels of land. However, it is admitted that these three parcels are identified in only two deeds identified by Plaintiffs as

Exhibits "A" and "B" to the Complaint for Partition of Real Property. Therefore, Plaintiffs have appropriately identified all Partnership Property at issue.

3. The averments contained in Paragraph 3 of the Complaint are denied. It is specifically denied that in July of 2005, Dr. Corcino withdrew from the Partnership.

4. The averments contained in Paragraph 4 of the Complaint are denied as stated. It is specifically denied that a withdrawal of the Partnership has occurred. By way of further response, there are four partners in the Partnership which include the three Plaintiffs and Dr. Corcino, each owning a one-fourth interest in the Partnership.

5. The averments contained in Paragraph 5 of the Complaint are denied as stated. It is specifically denied that the Partnership has been terminated or dissolved. By way of further response, the Partnership, Turnpike Real Estate, owns the Partnership Property.

6. The averments contained in Paragraph 6 of the Complaint are denied as stated. The Partnership, Turnpike Real Estate Partnership, owns the Partnership Property. Each partner owns a one-fourth interest in the Partnership Property.

7. The averments in Paragraph 7 of the Complaint are denied as stated. The Partnership acquired title and continues to own title to the Partnership Property.

8. The averments in Paragraph 8 of the Complaint are admitted.

WHEREFORE, Defendant respectfully requests that this Honorable Court enter judgment in his favor and against Plaintiffs.

NEW MATTER

9. Paragraphs 1 through 8 of Defendant's Answer are incorporated by reference as if fully set forth herein.

10. The Partnership between Plaintiffs and Dr. Corcino continues to exist as more fully set forth below in Defendant's Counterclaim.

11. The Partnership acquired title and continues to own title to the Partnership Property.

12. Therefore, the Agreement controls the agreement of the parties and their rights regarding partition of the Partnership Property.

13. Based on the existence of the Partnership and pursuant to the terms of the Agreement and Defendant's Counterclaim, Dr. Corcino requests a termination, settlement and liquidation of the Partnership prior to any partition of the Partnership Property.

14. Additionally, as set forth more fully in Defendant's Counterclaim, Dr. Corcino requests an accounting between Plaintiffs and Dr. Corcino, and that he be paid his share of the rents and profits found by the accounting.

15. Dr. Corcino requests thereafter a partition of the Partnership Property in a fair and equitable manner pursuant to the rules governing Partition of Real Property under the Pennsylvania Rules of Civil Procedure.

COUNTERCLAIM

16. Paragraphs 1 through 15 of Defendant's Answer and New Matter are incorporated by reference as if fully set forth herein.

17. In December, 1999, Doctors Joseph A. Ventrano, Richard A. Johnson, Bruno J. Romeo and Baltazar L. Corcino entered into a partnership known as Turnpike Real Estate.

18. At approximately the same time, Plaintiffs and Defendant secured an interest in a corporation known as Clearfield Professional Group, Ltd. (the "corporation").

19. The corporation was formed for the purpose of providing medical services to patients.
20. At its inception, the Partnership owned two parcels of land situated at 816 Turnpike Avenue, Clearfield, Pennsylvania and 820 Turnpike Avenue, Clearfield, Pennsylvania.
21. At this time, the Partnership agreed that the two parcels were worth a combined \$453,000.00.
22. In late 2000, the Partnership purchased an adjoining lot improved with an old home situated on Thompson Street for \$45,000.00.
23. The entire purchase price for the Thompson Street property was borrowed from County National Bank and an appraisal of the property submitted to the bank for \$52,000.00.
24. The Partnership leased the three parcels to the corporation at a rental rate that paid all expenses plus the outstanding mortgage remaining on all three parcels.
25. On or about July 31, 2005, Dr. Corcino retired from the corporate medical practice.
26. Dr. Corcino continues to own his share in the corporation.
27. The existence of the Partnership and the terms of the Agreement entitle Dr. Corcino to a termination, settlement and liquidation of the Partnership prior to any partition of the Partnership Property.
28. Paragraph 12 of the Agreement provides that upon the retirement of a partner, the partnership shall have the right to either purchase the interest of the partner or to terminate and liquidate the partnership.

29. Pursuant to this same provision, if the partnership does not elect to purchase the interest of the partner, the partnership shall proceed with reasonable promptness to liquidate the business of the partnership.

30. Upon Dr. Corcino's retirement, the Partnership did not purchase the interest of Dr. Corcino.

31. Thus, the Partnership must proceed to liquidate the business of the partnership.

32. Dr. Corcino demands an accounting between Plaintiffs and Dr. Corcino, and that Dr. Corcino be paid his share of the rents and profits found by the accounting.

33. Dr. Corcino is thereafter entitled to a partition of the Partnership Property in a fair and equitable manner pursuant to the rules governing Partition of Real Property under the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Defendant, Baltazar L. Corcino, respectfully prays that this Honorable Court enter a judgment as follows:

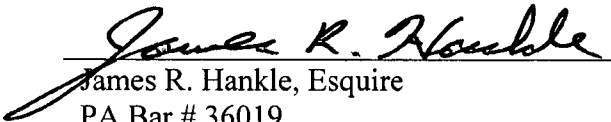
- (a) that the Partnership, Turnpike Real Estate, exists and continues to be the owner of the Partnership Property,
- (b) that the Agreement, the laws of the Commonwealth of Pennsylvania and the Rules of Civil Procedure control the agreement of the parties and their rights regarding liquidation, settlement and accounting of the Partnership, and partition of the Partnership Property,
- (c) that the Partnership be terminated, settled and liquidated prior to any partition of the Partnership Property,
- (d) that an accounting be had between Plaintiffs and Dr. Corcino, and a payment be made to Dr. Corcino from the share of Plaintiffs in an amount

equal to Dr. Corcino's share of the rents and profits found by the accounting to be due Dr. Corcino,

- (e) that the Partnership Property be partitioned in a fair and equitable manner pursuant to the rules governing Partition of Real Property under the Pennsylvania Rules of Civil Procedure,
- (f) that Dr. Corcino be awarded the cost of this action, including reasonable attorneys' fees, and
- (g) that such further relief as is deemed necessary and proper be awarded.

Respectfully submitted,

Dated: 12/22/06


James R. Hankle, Esquire
PA Bar # 36019
Attorney for Defendant

Cynthia M. Morrison, Esquire
PA Bar # 87971
Attorney for Defendant

Sherrard, German and Kelly, PC
28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
Phone 412-355-0200
Fax 412-261-6221
Attorneys for Defendant,
Baltazar L. Corcino

PARTNERSHIP AGREEMENT

AGREEMENT, made and concluded this ____ of December, 1999, by and between DR. BALTAZAR L. CORCINO, DR. RICHARD A. JOHNSON, DR. BRUNO J. ROMEO and DR. JOSEPH A. VETRANO, all of Clearfield, Clearfield County, Pennsylvania (henceforth, the parties).

WHEREAS, Dr. Leonard F. Schickling, Dr. John R. Covalla, and Dr. Baltazar L. Corcino have formed a partnership, referred to as TURNPIKE REAL ESTATE, and/or TURNPIKE AVENUE ASSOCIATES, engaged in the purchase and management of a medical building or buildings at 816-820 Turnpike Ave., Clearfield, Pennsylvania which will be leased to CLEARFIELD PROFESSIONAL GROUP LIMITED, a Pennsylvania professional corporation having its principal place of business on Turnpike Avenue, Clearfield, Pennsylvania, as well as such other persons or legal entities dedicated to the healing arts and sciences as the within partnership may decide; and

WHEREAS, the parties first-named intend to purchase the partnership; and

WHEREAS, the parties wish to amend the Partnership Agreement, to define their rights and obligations;

NOW THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereby agree that:



NAME AND PLACE OF BUSINESS

1. The name of the partnership shall be TURNPIKE REAL ESTATE.
2. The principal place of business of the partnership shall be at 820 Turnpike Avenue, Clearfield, Pennsylvania, and at such other localities within the State of Pennsylvania as may be agreed upon by the partners.

PURPOSES

3. The Partnership owns the two properties situated at 816 Turnpike Avenue, Clearfield, Pennsylvania, and 820 Turnpike Avenue, Clearfield, Pennsylvania. These properties are presently a medical building and a house. The medical building is presently leased to a professional corporation known as CLEARFIELD PROFESSIONAL GROUP LIMITED. It is anticipated that lease will continue. The partnership shall manage and administer the building which shall include collecting the rents and paying the expenses of said building. The partnership may expand into other activities if it so desires and shall not be limited solely to dealing with CLEARFIELD PROFESSIONAL GROUP LIMITED.

CAPITAL

4. The capital of the partnership consists, initially, of the previously mentioned real estate [and any after-acquired realty, fixtures or personal property]. The present value of that

real estate has been determined to be \$453,000.00. It is subject to a mortgage to be held initially by County National Bank, Clearfield, PA. The mortgage is security for a note held by County National Bank for \$453,000.00. The partnership shall be responsible for paying off this note. The partners referenced herein shall be equally responsible for any incidental costs related to the transfer of the previous partnership interests, including the realty, the amendments to the partnership agreement and the acquisition of the loan and mortgage.

The ownership of said partnership shall be equal as to each of the partners referenced herein. In the event the partners should unanimously agree to add partners, the ownership shall continue to be in equal parts, with the percentage ownership of the present partners decreasing accordingly. In such an event, unless the partners unanimously agree otherwise, the new partner shall pay to the then existing partners a sum (to be divided equally among the then existing partners) equal to the percentage of the equity of the real estate owned by the partnership. For purposes of this agreement, equity is determined by subtracting the principle still owed on any loan, lien or encumbrance, from the existing fair market value of the properties. Unless the parties otherwise agree, the fair market value of the properties shall be determined by the average of appraisals solicited by the partnership and the prospective new partner.

✓ All partners must also be members of CLEARFIELD PROFESSIONAL GROUP LIMITED.

5. A capital account shall be maintained by and for the partnership.

6. Except by unanimous agreement of the partners, or on dissolution, the capital account shall not be subject to distribution.

PROFITS AND LOSSES

7. The net profits or net losses of the partnership shall be distributable or chargeable, as the case may be, to each of the partners in proportions equal to their percentage ownership.

MANAGEMENT

10. Each of the partners shall have equal voice in the management and conduct of the partnership business. Unless otherwise stated in this agreement, all decisions shall be by a majority vote.

DISSOLUTION

11. Any partner may retire from the partnership upon sixty (60) days prior notice to the other partners.

12. Upon the death or retirement of a partner, or upon the appointment of a guardian, conservator or trustee over the estate of a partner, or upon the filing of bankruptcy by a partner, or upon the non-partnership caused lien on a partner's share, during the term of the partnership, the partnership shall have the right either to purchase the interest of the partner or to terminate and liquidate the partnership. Unless required by law to do it sooner, within sixty (60) days of notification of any of the above referenced occurrences, the partnership shall so inform the partner, or his estate administrator, or his guardian, or his trustee.

If the partnership does not elect to purchase the interest of the partner, the partnership shall proceed with reasonable promptness to liquidate the business of the partnership. The partners and the estate of the departing partner shall share in the profits and losses of the business during the period of liquidation in the same proportions in which they shared such profits and losses prior to the departure of the partner, except that the departing partner shall not be liable for losses in excess of the his interest in the partnership at the time of his departure

It is further agreed that if the partnership elects to purchase the departing partner's interest in the partnership, the remaining partners shall deliver to departing partner, or the estate of departing partner, their promissory note in an amount which shall represent the deceased partner's interest in the partnership, as set out above, and this promissory note shall be for a period five (5) years which will provide for five (5) equal annual payments at the current AFR rate until such note has been paid in full. The first annual Payment to be paid six (6) months after departure of the departing partner.

VOLUNTARY DISSOLUTION

14. Upon the termination of the partnership, or dissolution thereof, for any cause, other than the death of a partner, a full and accurate inventory shall be prepared, and the assets, liabilities and income, both gross and net, shall be ascertained; the debts of the partnership shall be discharged, and all monies and other assets of the partnership remaining shall be divided in specie among the partners, share and share alike.

If, however, one of the partners desires to continue the operation of the business after the termination or dissolution of the partnership, he shall have the privilege, at his option, to pay the sum due the departing partners, for their share of the assets as follows: twenty (20%) percent at the dissolution, with the balance, at the current AFR rate of interest, in four (4) equal annual payments.

POWERS AND LIMITATIONS

15. Checks shall be drawn on the partnership bank account for partnership purposes only and may be signed by any two (2) partners, or by one partner and the business manager.

16. No partner may without the consent of the other partners:

(a) Borrow money in the firm name for firm purposes or utilize collateral owned by the partnership as security for such loans;

(b) Assign, transfer, pledge, compromise, or release any of the claims of, or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership;

(c) Make, execute or deliver any assignment for the benefit of creditors of any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell any of the property of the partnership;

(d) Lease or mortgage any partnership real estate or any interest therein or enter into a contract for such purpose;

(e) Pledge or hypothecate or in any manner transfer his interest in the partnership, except to the parties of this agreement;

ARBITRATION

17. If any disagreement shall arise between the parties hereto in respect to the conduct of the business, its dissolution, or in respect to any matter, cause or thing whatsoever not herein otherwise provided for, the same shall be decided and determined by arbitrators. Each party, his heirs, trustees, guardians, executors or administrators, shall appoint one such arbitrator. A third arbitrator shall be chosen by the two aforementioned within five (5) days after their appointment. The award of the majority of such arbitrators shall be binding conclusive upon the parties hereto. The appointment of such arbitrators shall be made within five (5) days after receiving notice from any one of the parties hereto, his heirs, trustees, guardians, executors or administrators, to make such appointment. The failure of any one of the parties to so appoint an arbitrator, shall authorize the party or parties making appointments to make an appointment for him. If such two arbitrators shall fail or be unable within five (5) days to select a third arbitrator, then in such event any Judge of the Common Pleas Court of the County of Clearfield Commonwealth of Pennsylvania, upon application made by any one of the parties hereto for that purpose, is authorized and empowered to appoint such additional arbitrator.

MISCELLANEOUS

18. The partnership shall maintain a bank account or bank accounts in such bank or banks as may be agreed upon by the partners.

19. All notices provided for under this agreement shall be in writing and shall be sufficient if sent by registered mail to the last known address of the party to whom such notice is to be given.

20. Proper and complete books of account shall be kept at all times and shall be open to inspection by any of the partners or by his accredited representative at any time during reasonable business hours. The books of account may at the discretion of the partners be examined and reviewed as of the close of each fiscal year by an independent certified public accountant agreeable to the partners, who shall make a report thereon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Brian B. Hetherington

Brian B. Hetherington

Brian B. Hetherington

Brian B. Hetherington

DR. BALTAZAR L. CORCINO, M.D.

DR. BALTAZAR L. CORCINO, M.D.

DR. RICHARD A. JOHNSON, D.O.

DR. RICHARD A. JOHNSON, D.O.

DR. BRUNO J. ROMEO, M.D.

DR. BRUNO J. ROMEO, M.D.

DR. JOSEPH A. VETRANO, M.D.

DR. JOSEPH A. VETRANO, M.D.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD
A. JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

V.

BALTAZAR L. CORCINO, an
individual

Defendant.

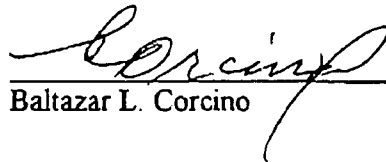
*
*
*
*
*
*
*
*

No. 06-1935-CD

VERIFICATION

I, BALTAZAR L. CORCINO, Defendant, verify that the statements made in this
ANSWER, NEW MATTER, AND COUNTERCLAIM are true and correct to the best of
my knowledge, information and belief. I understand that false statements herein are
made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to
authorities.

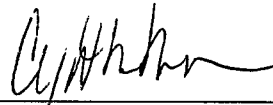
Date: December 21, 2006


Baltazar L. Corcino

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer, New Matter and Counterclaim was sent on the 22nd day of December, 2006, via United States Mail, postage prepaid, to the following:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830



Cynthia M. Morrison, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

CIVIL DIVISION

No: 06-1935-CD

**ANSWER, NEW MATTER
AND COUNTERCLAIM**

Filed on Behalf of Defendant,
Baltazar L. Corcino

Counsel of Record for this Party:

James R. Hankle, Esquire
PA I.D. # 36019

Cynthia M. Morrison, Esquire
PA I.D. #87971

SHERRARD, GERMAN & KELLY, P.C.
Firm #006

28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
(412) 355-0200

TO PLAINTIFFS

YOU ARE HEREBY NOTIFIED TO FILE
A WRITTEN RESPONSE TO THE ENCLOSED
NEW MATTER AND COUNTERCLAIM
WITHIN TWENTY (20) DAYS FROM SERVICE
HEREOF OR A JUDGMENT MAY BE ENTERED
AGAINST YOU.

SHERRARD, GERMAN & KELLY, P.C.

BY: 
ATTORNEYS FOR DEFENDANT,
BALTAZAR L. CORCINO

FILED 

DEC 29 2006


William A. Shaw
Prothonotary/Clerk of Courts

no C/C

SHERRARD, GERMAN & KELLY, P.C.

ATTORNEYS AT LAW

28TH FLOOR, TWO PNC PLAZA

620 LIBERTY AVENUE

PITTSBURGH, PENNSYLVANIA 15222

(412) 355-0200

FAX: (412) 261-6221

James R. Hankle

Direct Dial: (412) 258-6712

e-mail: jrh@sgkpc.com

December 27, 2006

William A. Shaw, Sr.,
Clearfield County Prothonotary
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

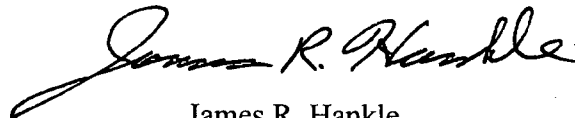
RE: Vetrano et al. v. Corcino, Action in Partition
Clearfield County No. 06-1935-CD

Dear Prothonotary Shaw:

Enclosed please find a signed cover sheet. The original cover sheet attached to the Answer, New Matter and Counterclaim which was filed on December 26, 2006 was not signed. Please kindly file this so that the signature is placed on record with the Court.

If you have any questions concerning the above or enclosures, please don't hesitate to contact me. Thank you for your time and attention to this matter.

Sincerely,



James R. Hankle

JRH/jf

Enclosures

cc: James A. Naddeo, Esquire (w/enc.)
John Sughrue, Esquire (w/enc.)
Charles R. Reis, Esquire (w/o enc.)
Baltazar L. Corcino (w/enc.)

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

Joseph A. Vetrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,
Plaintiffs,

v.

Baltazar L. Corcino, an
individual,
Defendant.

No. 06 - 1935 - CD

Type of Pleading:

**REPLY TO NEW MATTER AND
COUNTERCLAIM**

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Date: January 8, 2007

FILED ^{ICC}
01/3:48/BA Amy Naddeo
JAN 08 2007 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *
Plaintiffs, *

v. *

No. 06 - 1935 - CD

Baltazar L. Corcino, an *
individual, *
Defendant. *

REPLY TO NEW MATTER AND COUNTERCLAIM

NOW COMES the Plaintiffs, Joseph A. Vetrano, Richard A. Johnson and Bruno J. Romeo, and by their attorney, James A. Naddeo, Esquire, files the within Reply to New Matter and Counterclaim, and set forth as follows:

NEW MATTER

9. No answer is required.

10. States a conclusion of law to which no answer is required. To the extent an answer is required the averment is denied.

11. Admitted that the Partnership acquired title to the Partnership Property. The remainder of said allegation states a conclusion of law to which no answer is required. To the extent an answer is required the averment is denied.

12. States a conclusion of law to which no answer is required.

13. States a conclusion of law and a prayer for relief to which no answer is required.

14. States a prayer for relief to which no answer is required.

15. States a prayer for relief to which no answer is required.

WHEREFORE, Plaintiffs hereby demand judgment in their favor and against Defendant together with all fees and costs recoverable by law.

COUNTERCLAIM

16. No answer is required.

17. Admitted.

18. Denied. In further answer thereto, the dates when each plaintiff and the defendant acquired an interest in the corporation vary and were governed by policy of the corporation. Said policy provides for specific requirements and steps prior to the acquisition of any interest in the corporation.

19. Admitted.

20. Admitted.

21. Admitted.

22. Admitted in part, denied in part. It is admitted that the Partnership purchased an adjoining lot improved with a home situate on Thompson Street for \$45,000.00. It is denied

that the date was late 2000, to the contrary the grant of this property occurred by deed on March 16, 2001.

23. Admitted in part, denied in part. It is admitted that the entire purchase price for the Thompson Street property was borrowed from County National Bank. That an appraisal of the property was submitted to the bank in the amount of \$52,000.00 is denied, plaintiffs are without knowledge or information sufficient to form a belief as to the truth of said averment.

24. Admitted.

25. Admitted. In further answer thereto, at this same time Dr. Corcino also retired from the Partnership.

26. Denied. To the contrary, the corporate policy provides that retirement from employment with the corporation requires the retiring employee to tender his ownership in the corporation in return for certain payments specified by said policy.

27. States a conclusion of law to which no answer is required.

28. The Agreement speaks for itself. No answer is required.

29. The Agreement speaks for itself. No answer is required.

30. Admitted.

31. States a conclusion of law to which no answer is required.

32. States a prayer for relief to which no answer is required.

33. States a conclusion of law to which no answer is required.

WHEREFORE, Plaintiffs respectfully pray that Defendant's prayer for relief be denied and that judgment be entered in favor of Plaintiffs together with all fees and costs recoverable by law.

NADDEO & LEWIS, LLC.

By:


James A. Naddeo
Attorney for Plaintiffs

VERIFICATION

I, Richard A. Johnson, D.O., plaintiff and copartner in a general partnership known as Turnpike Real Estate, verify that the statements made in the foregoing Reply to New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By: 

Plaintiff, Copartner of Turnpike Real Estate

Dated: January 5, 2007

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *

Plaintiffs, *

v. *

No. 06 - 1935 - CD

Baltazar L. Corcino, an *
individual, *

Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Reply to New Matter and Counterclaim was served
on the following and in the following manner on the 8th day of
January, 2007:

First-Class Mail, Postage Prepaid

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
28th Floor, Two PNC Plaza
Pittsburgh, PA 15222

NADDEO & LEWIS, LLC

By:



James A. Naddeo
Attorney for Plaintiffs

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

Joseph A. Vetrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,

Plaintiffs,

v.

Baltazar L. Corcino, an
individual,

Defendant.

No. 06-1935-CD

Type of Pleading:

**MOTION FOR ORDER
DIRECTING PARTITION**

Filed on behalf of:
Plaintiffs

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Date: February 21, 2007

FILED ^{icc}
10/3/4781
FEB 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

CM

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *
Plaintiffs, *

v. *

No. 06-1935-CD

Baltazar L. Corcino, an *
individual, *
Defendant. *

O R D E R

AND NOW this 22nd day of February 2007, upon
consideration of the Motion for Order Directing Partition, filed
by James A. Naddeo, attorney of record for Plaintiffs, it is the
Order of this Court that this case will be heard before the
Court on the 13th day of March, 2007, at 9:30 A.M.,
at the Clearfield County Courthouse, Clearfield, Pennsylvania,
Courtroom No. 2.

One hour has been allotted for this hearing.

BY THE COURT,

Paul E Cherry
Judge

FILED ICC AH
9:21:46am
FEB 23 2007
Naddeo
(32)

William A. Shaw
Prothonotary/Clerk of Courts

DATE 2-23-2007

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

FEB 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *
Plaintiffs, *

v. *

No. 06-1935-CD

Baltazar L. Corcino, an *
individual, *
Defendant. *

MOTION FOR ORDER DIRECTING PARTITION

TO THE HONORABLE JUDGE OF THE COURT:

NOW COMES the Plaintiffs, by their undersigned counsel, James A. Naddeo, Esquire, hereby move this Honorable Court to direct partition of the premises which is the subject of this suit against defendant based upon admission and set forth as follows:

1. That plaintiffs commenced the above captioned action by filing a complaint for partition of real property on November 20, 2006. (A true and correct copy of the Complaint is attached hereto as Exhibit "A.")

2. On or about December 22, 2006, defendant filed his Answer, New Matter and Counterclaim to plaintiffs' complaint. A true and correct copy of the Answer, New Matter and Counterclaim is attached here to as Exhibit "B.")

3. That contained in defendant's new matter at paragraph 15 the defendant himself requests partition of the

subject property and that contained in defendant's counterclaim at paragraph 33 the defendant avers that he is entitled to partition.

4. That the defendant's request for partition and his averment that he is entitled to partition constitute admissions within the meaning of Pennsylvania Rules of Civil Procedure, Rule 1557 that the subject property be partitioned.

5. That defendant in his answer disputes the identification of the parties in ownership of the subject property. In particular, at paragraph five of his answer defendant contends that the partnership owns the subject property.

6. That pursuant to Rule 1557 it is for the Court to determine and set forth the names of the co-tenants and the nature and extent of their interests in the property. Pa. R.C.P. 1557.

7. That even if this court finds defendant is accurate, in his averment that the partnership owns the subject property, an order directing partition is necessary in order that the property be appraised and sold to effectuate the dissolution of the partnership.

8. That defendant contends that the plaintiffs should provide an accounting to the defendant prior to partition. Paragraphs 14, 15, 32 and 33 of Exhibit B.

9. That the only property owned by the partnership is that property which is the subject of this suit.

10. That in order to bring about the final dissolution of the partnership and provide an accounting to defendant as requested an appraisal and sell of the subject property must be made.

11. That an order directing partition pursuant to Rule 1557 will effectuate the sell of the subject property and provide plaintiffs the information necessary to honor defendant's request for an accounting

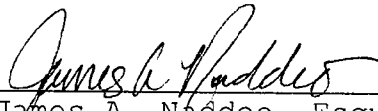
12. That Pa. R.C.P. 1577 provides for the Court to enter an order directing partition upon admission of the parties. Further that Pa. R.C.P. 1037(c) and (d) provides that on motion of a party, the Court may enter an order and appropriate judgment against a party upon admission.

WHEREFORE, counsel for Plaintiffs respectfully requests the Court enter an order directing partition as against the defendant or in the alternative that the Court enter an order directing the sell of the subject property for purposes of

dissolving the partnership.

Respectfully submitted,

NADDEO & LEWIS, LLC

By: 
James A. Naddeo, Esquire
Attorney for Plaintiffs

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

Joseph A. Vetrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,
Plaintiffs,

v.

Baltazar L. Corcino, an
individual,
Defendant.

No. - - CD

Type of Pleading:

**COMPLAINT FOR PARTITION
OF REAL PROPERTY**

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Exhibit "A"

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

Joseph A. Vetrano, Richard A.	*			
Johnson, and Bruno J. Romeo,	*			
individuals,	*			
Plaintiffs,	*			
	*			
v.	*	No.	-	- CD
	*			
Baltazar L. Corcino, an	*			
individual,	*			
Defendant.	*			

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *
Plaintiffs, *

v. *

No. - - CD

Baltazar L. Corcino, an *
individual, *
Defendant. *

COMPLAINT FOR PARTITION OF REAL PROPERTY

NOW COMES the Plaintiffs, Joseph A. Vetrano,
Richard A. Johnson and Bruno J. Romeo, and by their attorney,
James A. Naddeo, Esquire, set forth the following:

1. That the plaintiffs and the defendant were
formerly copartners in a general partnership known as Turnpike
Real Estate.

2. That the partnership acquired title to two parcels
of land being more particularly described as set forth in the
deed to each parcel. A true and correct copy of each deed is
attached hereto as Exhibit "A" and Exhibit "B."

3. In July of 2005, the defendant withdrew from the
partnership.

4. Upon the withdrawal of the partnership the parties
became co-tenants each owning an undivided $\frac{1}{4}$ (one/fourth)
interest in common in the parcels identified in Exhibits A and
B.

5. That plaintiffs and defendant remain the owners of certain real estate in Clearfield County as identified in Exhibit A and B, and all the interests of the parties in the property are held as tenants in common and remain undivided.

6. That each plaintiff as named and the defendant own a 25 percent undivided interest in the property as described above.

7. That no other person other than those named has any title or interest in the property.

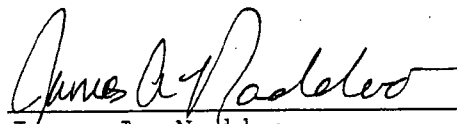
8. No partition or division of the above-described property has ever been made.

WHEREFORE, Plaintiffs request:

(a) the Court decree partition of the real estate;

(b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the Court may direct;

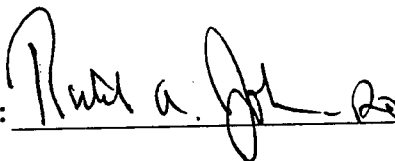
(c) such other and further relief be granted as the
Court deems just and proper.

A handwritten signature in cursive script, appearing to read "James A. Naddeo", written over a horizontal line.

James A. Naddeo
Attorney for Plaintiffs

VERIFICATION

I, Richard A. Johnson, D.O., FACOT, plaintiff and copartner in a general partnership known as Turnpike Real Estate, verify that the statements made in the foregoing Complaint for Partition of Real Property are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By: 

Plaintiff, Copartner of Turnpike Real Estate

Dated: November 17, 2006

AFFIDAVIT No. 32304

THIS DEED

MADE the 30 day of December, in the year nineteen hundred and ninety-nine (1999) BETWEEN LEONARD F. SCHICKLING, M.D. (with his wife, DOROTHY E. SCHICKLING, joining in this Deed, as to his share), of Clearfield, Clearfield County, Pennsylvania; BALTAZAR L. CORCINO, M.D., of Clearfield, Clearfield County, Pennsylvania; and the ESTATE OF JOHN R. COVALLA, late of Clearfield, Clearfield County, Pennsylvania, by its Co-Administrators, GEORGE COVALLA, JR. and THOMAS COVALLA; all holding this property as a partnership named TURNPIKE REAL ESTATE, also known as TURNPIKE AVENUE ASSOCIATES, parties of the first part, hereinafter referred to as the GRANTORS,

AND

BALTAZAR L. CORCINO, M.D., of Clearfield, Clearfield County, Pennsylvania; RICHARD A. JOHNSON, D.O., of Clearfield, Clearfield County, Pennsylvania; BRUNO J. ROMEO, M.D., of Clearfield Clearfield County, Pennsylvania; and JOSEPH A. VETRANO, M.D., of Clearfield, Clearfield County, together becoming equal partners in the above-referenced partnership known as TURNPIKE REAL ESTATE (formerly a/k/a TURNPIKE AVENUE ASSOCIATES), parties of the second part, hereinafter referred to as the GRANTEEES,

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

199921151

RECORDED ON

Dec 30, 1999

2:39:38 PM

RECORDING FEES - \$26.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$28.50

Gearhart

WHEREAS, Leonard F. Schickling, M.D.; Baltazar L. Corcino, M.D. and John R. Covalla, M.D. have formed a partnership named Turnpike Avenue Associates, but also known as Turnpike Real Estate; and

WHEREAS, said partnership purchased the property described below; and

WHEREAS, Dr. John R. Covalla passed away on November 22, 1997, and George Covalla, Jr. and Thomas Covalla were appointed Co-Administrators of his estate by the Register of Wills of Clearfield County, Pennsylvania; and

WHEREAS, the Grantors now wish to convey the partnership, including the real estate to the Grantees;

WITNESSETH, That in consideration of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, their heirs, successors and assigns,

ALL that certain lot or parcel of ground, together with the improvements thereon, situate in the Third Ward of the Borough of Clearfield, formerly Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

ON the North by the Turnpike; on the East by land late of Martin Nichols; on the South of land late of Fulford and Shaw; and on the West by lot of DeBeck; containing about one (1) acre.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4-3-K8-212-28 and 28A.

ALL that certain lot or parcel of land formerly two parcels, but now combines into one, in the Third Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of Turnpike Avenue and Thompson Street; thence along the southern line of Thompson Street South eighty (80) degrees fifteen (15) minutes West

seventy-six (76) feet, more or less, to a point at the line of lot now or formerly of William H. And Mildred A. Boalich; thence along the same South thirteen (13) degrees twenty-four (24) minutes East sixty-three and sixty-three one-hundredths (63.63) feet to a point; thence along land formerly of Wilhelmina Fargo, now of Olive Graham, North eighty-eight (88) degrees East seventy-nine and five tenths (79.5) feet, more or less, to a point on Turnpike Avenue; thence northward along Turnpike Avenue seventy-five (75) feet, more or less, to Thompson Street and the place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4-3-K8-212-27.

BEING the same premises as was conveyed to Leonard F. Schickling, M.D., et al by Deed of Leonard F. Schickling and Dorothy E. Schickling, his wife, dated July 7, 1988 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1232, Page 101.

THE PURPOSE OF THIS DEED BEING TO EVIDENCE THE TRANSFER OF THE OWNERSHIP OF THE LAND-HOLDING PARTNERSHIP WHICH OWNS THE SUBJECT REALTY, AND NOT TO TRANSFER OWNERSHIP OF THE REAL ESTATE. THUS, SINCE BALTAZAR L. CORCINO, M.D., IS NOT TRANSFERRING HIS TWENTY-FIVE (25%) PERCENT INTEREST IN THE LAND-HOLDING PARTNERSHIP, THIS TRANSACTION IS NOT SUBJECT TO REALTY TRANSFER TAX.

TOGETHER with, all and singular, the ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of Grantors in law, equity, or otherwise, howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the same together with all and singular, the said Grantors' hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs, successors and assigns, to and for the only proper use and behoof of the said Grantees and assigns, forever.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

[Signature]
Bruno J. Romano

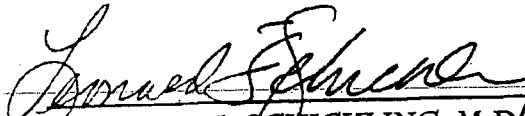
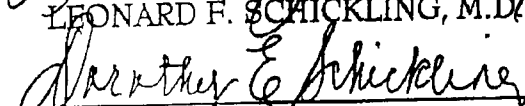
This _____ Day of _____

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHT OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

The said Grantors will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day
and year first above-written.


Sealed and delivered in
the presence of:


LEONARD F. SCHICKLING, M.D.

DOROTHY E. SCHICKLING

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantees herein is as follows:

820 Turnpike Avenue
Clearfield, PA 16830.


R. Denning Gearhart, Esquire

COMMONWEALTH OF PENNSYLVANIA :

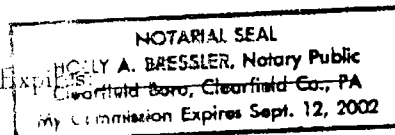
: SS:


COUNTY OF CLEARFIELD :

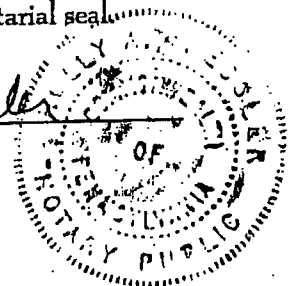
On this, the 30th day of December, 1999, before me, the undersigned
officer, a Notary Public, personally appeared LEONARD F. SCHICKLING, M.D. and
DOROTHY E. SCHICKLING, husband and wife, known to me, or satisfactorily proven, to be the
persons whose names are subscribed to the within instrument, and acknowledged that they executed
the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires



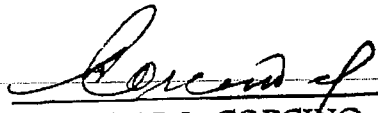

Notary Public



The said Grantor will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and
year first above-written.

Sealed and delivered in
the presence of:


BALTAZAR L. CORCINO, M.D.

COMMONWEALTH OF PENNSYLVANIA :

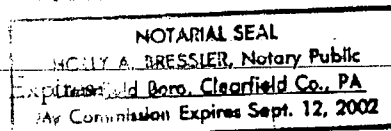
: SS:


COUNTY OF CLEARFIELD :

On this, the 30th day of December, 1999, before me, the undersigned
officer, a Notary Public, personally appeared BALTAZAR L. CORCINO, M.D., an adult
individual, known to me, or satisfactorily proven, to be the person whose name is subscribed to the
within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires




Notary Public



The said Grantor will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and
year first above-written.

Sealed and delivered in
the presence of:

THE ESTATE OF JOHN R. COVALLA, M.D.


BY: GEORGE COVALLA, JR.
Co-Administrator

STATE OF PENNSYLVANIA :

: ss:

COUNTY OF CLEARFIELD :

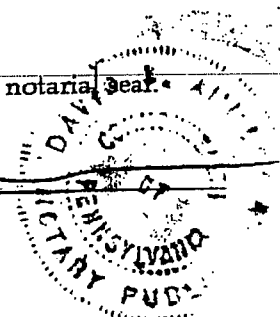
On this, the 30th day of December, 1999, before me, the undersigned
officer, a Notary Public, personally appeared GEORGE COVALLA, JR., Co-Administrator for the
Estate of John R. Covalla, M.D., known to me, or satisfactorily proven, to be the person whose name
is subscribed to within instrument, and acknowledged that he executed the same for the purpose
therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires: _____


Notary Public

NOTARIAL SEAL
DAVID S. AMMERMAN, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO., PA.
MY COMMISSION EXPIRES NOV. 20, 2003



The said Grantor will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and

year first above written.

Sealed and delivered in
the presence of

THE ESTATE OF JOHN R. COVALLA, M.D.

Thomas Covalla
BY: THOMAS COVALLA
Co-Administrator

STATE OF PENNSYLVANIA :

: SS:

COUNTY OF CLEARFIELD :

On this, the 30th day of December, 1999, before me, the undersigned
officer, a Notary Public, personally appeared THOMAS COVALLA, Co-Administrator for the
Estate of John R. Covalla, M.D., known to me, or satisfactorily proven, to be the person whose
names are mentioned to the within instrument, and acknowledged that he executed the same for the
purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires: _____

David S. Ammerman
Notary Public

NOTARIAL SEAL
DAVID S. AMMERMAN, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO., PA.
MY COMMISSION EXPIRES NOV. 20, 2003



KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200103750

RECORDED ON

Mar 16, 2001
1:08:58 PM

RECORDING FEES - \$14.00
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER
IMPROVEMENT FUND \$1.00

STATE TRANSFER \$450.00
TAX

STATE WRIT TAX \$0.50
CLEARFIELD \$225.00

BOROUGH
CLEARFIELD AREA \$225.00
SCHOOLS

TOTAL \$916.50
CUSTOMER

GEARHART, R. DENNING

This Deed

MADE the 16th day of March, in the year Two Thousand One (2001)

BETWEEN WILLIAM DAVID BOALICH, a single adult individual, of 1011

Hemlock Lane, Florida, Pennsylvania 17025, party of the first part, hereinafter referred to as the
GRANTOR,

AND

BALTAZAR L. GORCINO, M.D., of Clearfield, Pennsylvania; RICHARD A. JOHNSON, D.O.,
of Clearfield, Pennsylvania; BRUNO J. ROMEO, M.D., of Clearfield, Pennsylvania and JOSEPH A.
VETRANO, M.D., of Clearfield, Pennsylvania t/d/b/a TURNPIKE REAL ESTATE, a partnership,
with its principal place of business being 820 Turnpike Avenue, Clearfield, Clearfield County,
Pennsylvania 16830, parties of the second part, hereinafter referred to as the **GRANTEES,**

WITNESSETH, That in consideration of Forty-five Thousand and 00/100 (\$45,000.00)

Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantees, their heirs, successors and assigns,

ALL that certain lot or parcel of land situate in the Thompson Addition of the Borough of Clearfield,
Clearfield County, Pennsylvania, bounded and described as follows:

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD
Barbara K. Howell
Borough Secretary

BEGINNING at a post on the South side of Thompson Street approximately seventy-six (76) feet West of the intersection of Thompson Street and Turnpike Avenue; thence along Thompson Street South eighty (80) degrees fifteen (15) minutes West forty (40) feet to a post; thence South thirteen (13) degrees twenty-four (24) minutes East forty-eight and thirteen hundredths (48.13) feet to a post; thence North eighty-eight (88) degrees East forty and seventy-two hundredths (40.72) feet to a post; thence North thirteen (13) degrees twenty-four (24) minutes West fifty-three and sixty-three hundredths (53.63) feet to a post and place of beginning. Being one of several lots laid out by Fred J. Thompson in a block of lots situate in the Third Ward of Clearfield Borough.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4-3-K8-212-26.

BEING the same premises as was conveyed to William David Boalich, a single adult individual, by Deed of William H. Boalich, et ux, dated April 29, 1997 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1837, Page 430.

TOGETHER with, all and singular, the ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of Grantor in law, equity, or otherwise, howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the same together with all and singular, the said Grantor's hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs, successors and assigns, to and for the only proper use and behoof of the said Grantees and assigns, forever.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Joseph J. Roman
Joseph J. Roman
Joseph J. Roman
Tulipika Real Estate

This 16th Day of March 2001

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

The said grantor will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day
and year first above-written.

Sealed and delivered in
the presence of

William David Boalich
WILLIAM DAVID BOALICH

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantees herein is as follows:

820 Turnpike Avenue
Clearfield, PA 16830

R. Denning Gearhart
R. Denning Gearhart, Esquire

COMMONWEALTH OF PENNSYLVANIA :

: ss:

COUNTY OF CLEARFIELD :

this, the 16th day of March, 2001, before me, the undersigned officer, a Notary
Public, personally appeared WILLIAM DAVID BOALICH, a single adult individual, known to me,
or satisfactorily known, to be the persons whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires: _____

Notarial Seal
Jennifer A. Cutler, Notary Public
Clearfield County
Commission Expires June 17, 2003

Jennifer A. Cutler
Notary Public



DEC 2 3 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

CIVIL DIVISION

No: 06-1935-CD

**ANSWER, NEW MATTER
AND COUNTERCLAIM**

Filed on Behalf of Defendant,
Baltazar L. Corcino

Counsel of Record for this Party:

James R. Hankle, Esquire
PA I.D. # 36019

Cynthia M. Morrison, Esquire
PA I.D. #87971

SHERRARD, GERMAN & KELLY, P.C.
Firm #006

28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
(412) 355-0200

TO PLAINTIFFS

YOU ARE HEREBY NOTIFIED TO FILE
A WRITTEN RESPONSE TO THE ENCLOSED
NEW MATTER AND COUNTERCLAIM
WITHIN TWENTY (20) DAYS FROM SERVICE
HEREOF OR A JUDGMENT MAY BE ENTERED
AGAINST YOU.

SHERRARD, GERMAN & KELLY, P.C.

BY: _____
ATTORNEYS FOR DEFENDANT,
BALTAZAR L. CORCINO

Exhibit "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

CIVIL DIVISION

No: 06-1935-CD

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after the Notice is 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 Defendant. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**RONDA WISOR, DEPUTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
MARKET AND SECOND STREETS
CLEARFIELD, PA 16830
(814) 765-2641, EXTENSION 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

CIVIL DIVISION

No: 06-1935-CD

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

ANSWER, NEW MATTER AND COUNTERCLAIM

NOW COMES Defendant, Baltazar L. Corcino ("Dr. Corcino"), by and through his undersigned counsel, and files the within Answer, New Matter and Counterclaim as follows:

ANSWER

1. The averments contained in Paragraph 1 of the Complaint are denied. Plaintiffs and Dr. Corcino are currently copartners in a general partnership known as Turnpike Real Estate (hereafter "Turnpike Real Estate" or the "Partnership"). It is specifically denied that Dr. Corcino is a former copartner of Turnpike Real Estate. A true and correct copy of the Partnership Agreement (hereafter "Agreement") is attached hereto as Exhibit "1".

2. The averments contained in Paragraph 2 of the Complaint are denied as stated. Turnpike Real Estate acquired title to three parcels of land commonly referred to as (i) 816 Turnpike, (ii) 820 Turnpike, and (iii) Thompson Street (the "Partnership Property"). It is specifically denied that the Partnership acquired only two parcels of land. However, it is admitted that these three parcels are identified in only two deeds identified by Plaintiffs as

Exhibits "A" and "B" to the Complaint for Partition of Real Property. Therefore, Plaintiffs have appropriately identified all Partnership Property at issue.

3. The averments contained in Paragraph 3 of the Complaint are denied. It is specifically denied that in July of 2005, Dr. Corcino withdrew from the Partnership.

4. The averments contained in Paragraph 4 of the Complaint are denied as stated. It is specifically denied that a withdrawal of the Partnership has occurred. By way of further response, there are four partners in the Partnership which include the three Plaintiffs and Dr. Corcino, each owning a one-fourth interest in the Partnership.

5. The averments contained in Paragraph 5 of the Complaint are denied as stated. It is specifically denied that the Partnership has been terminated or dissolved. By way of further response, the Partnership, Turnpike Real Estate, owns the Partnership Property.

6. The averments contained in Paragraph 6 of the Complaint are denied as stated. The Partnership, Turnpike Real Estate Partnership, owns the Partnership Property. Each partner owns a one-fourth interest in the Partnership Property.

7. The averments in Paragraph 7 of the Complaint are denied as stated. The Partnership acquired title and continues to own title to the Partnership Property.

8. The averments in Paragraph 8 of the Complaint are admitted.

WHEREFORE, Defendant respectfully requests that this Honorable Court enter judgment in his favor and against Plaintiffs.

NEW MATTER

9. Paragraphs 1 through 8 of Defendant's Answer are incorporated by reference as if fully set forth herein.

10. The Partnership between Plaintiffs and Dr. Corcino continues to exist as more fully set forth below in Defendant's Counterclaim.

11. The Partnership acquired title and continues to own title to the Partnership Property.

12. Therefore, the Agreement controls the agreement of the parties and their rights regarding partition of the Partnership Property.

13. Based on the existence of the Partnership and pursuant to the terms of the Agreement and Defendant's Counterclaim, Dr. Corcino requests a termination, settlement and liquidation of the Partnership prior to any partition of the Partnership Property.

14. Additionally, as set forth more fully in Defendant's Counterclaim, Dr. Corcino requests an accounting between Plaintiffs and Dr. Corcino, and that he be paid his share of the rents and profits found by the accounting.

15. Dr. Corcino requests thereafter a partition of the Partnership Property in a fair and equitable manner pursuant to the rules governing Partition of Real Property under the Pennsylvania Rules of Civil Procedure.

COUNTERCLAIM

16. Paragraphs 1 through 15 of Defendant's Answer and New Matter are incorporated by reference as if fully set forth herein.

17. In December, 1999, Doctors Joseph A. Ventrano, Richard A. Johnson, Bruno J. Romeo and Baltazar L. Corcino entered into a partnership known as Turnpike Real Estate.

18. At approximately the same time, Plaintiffs and Defendant secured an interest in a corporation known as Clearfield Professional Group, Ltd. (the "corporation").

19. The corporation was formed for the purpose of providing medical services to patients.
20. At its inception, the Partnership owned two parcels of land situated at 816 Turnpike Avenue, Clearfield, Pennsylvania and 820 Turnpike Avenue, Clearfield, Pennsylvania.
21. At this time, the Partnership agreed that the two parcels were worth a combined \$453,000.00.
22. In late 2000, the Partnership purchased an adjoining lot improved with an old home situated on Thompson Street for \$45,000.00.
23. The entire purchase price for the Thompson Street property was borrowed from County National Bank and an appraisal of the property submitted to the bank for \$52,000.00.
24. The Partnership leased the three parcels to the corporation at a rental rate that paid all expenses plus the outstanding mortgage remaining on all three parcels.
25. On or about July 31, 2005, Dr. Corcino retired from the corporate medical practice.
26. Dr. Corcino continues to own his share in the corporation.
27. The existence of the Partnership and the terms of the Agreement entitle Dr. Corcino to a termination, settlement and liquidation of the Partnership prior to any partition of the Partnership Property.
28. Paragraph 12 of the Agreement provides that upon the retirement of a partner, the partnership shall have the right to either purchase the interest of the partner or to terminate and liquidate the partnership.

29. Pursuant to this same provision, if the partnership does not elect to purchase the interest of the partner, the partnership shall proceed with reasonable promptness to liquidate the business of the partnership.

30. Upon Dr. Corcino's retirement, the Partnership did not purchase the interest of Dr. Corcino.

31. Thus, the Partnership must proceed to liquidate the business of the partnership.

32. Dr. Corcino demands an accounting between Plaintiffs and Dr. Corcino, and that Dr. Corcino be paid his share of the rents and profits found by the accounting.

33. Dr. Corcino is thereafter entitled to a partition of the Partnership Property in a fair and equitable manner pursuant to the rules governing Partition of Real Property under the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Defendant, Baltazar L. Corcino, respectfully prays that this Honorable Court enter a judgment as follows:

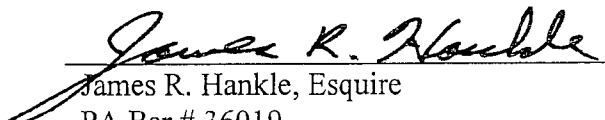
- (a) that the Partnership, Turnpike Real Estate, exists and continues to be the owner of the Partnership Property,
- (b) that the Agreement, the laws of the Commonwealth of Pennsylvania and the Rules of Civil Procedure control the agreement of the parties and their rights regarding liquidation, settlement and accounting of the Partnership, and partition of the Partnership Property,
- (c) that the Partnership be terminated, settled and liquidated prior to any partition of the Partnership Property,
- (d) that an accounting be had between Plaintiffs and Dr. Corcino, and a payment be made to Dr. Corcino from the share of Plaintiffs in an amount

equal to Dr. Corcino's share of the rents and profits found by the accounting to be due Dr. Corcino,

- (e) that the Partnership Property be partitioned in a fair and equitable manner pursuant to the rules governing Partition of Real Property under the Pennsylvania Rules of Civil Procedure,
- (f) that Dr. Corcino be awarded the cost of this action, including reasonable attorneys' fees, and
- (g) that such further relief as is deemed necessary and proper be awarded.

Respectfully submitted,

Dated: 12/22/06


James R. Hankle, Esquire
PA Bar # 36019
Attorney for Defendant

Cynthia M. Morrison, Esquire
PA Bar # 87971
Attorney for Defendant

Sherrard, German and Kelly, PC
28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
Phone 412-355-0200
Fax 412-261-6221
Attorneys for Defendant,
Baltazar L. Corcino

PARTNERSHIP AGREEMENT

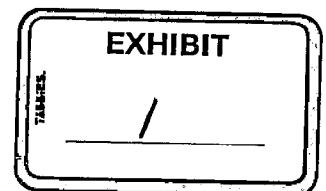
AGREEMENT, made and concluded this ____ of December, 1999, by and between DR. BALTAZAR L. CORCINO, DR. RICHARD A. JOHNSON, DR. BRUNO J. ROMEO and DR. JOSEPH A. VETRANO, all of Clearfield, Clearfield County, Pennsylvania (henceforth, the parties).

WHEREAS, Dr. Leonard F. Schickling, Dr. John R. Covalla, and Dr. Baltazar L. Corcino have formed a partnership, referred to as TURNPIKE REAL ESTATE, and/or TURNPIKE AVENUE ASSOCIATES, engaged in the purchase and management of a medical building or buildings at 816-820 Turnpike Ave., Clearfield, Pennsylvania which will be leased to CLEARFIELD PROFESSIONAL GROUP LIMITED, a Pennsylvania professional corporation having its principal place of business on Turnpike Avenue, Clearfield, Pennsylvania, as well as such other persons or legal entities dedicated to the healing arts and sciences as the within partnership may decide; and

WHEREAS, the parties first-named intend to purchase the partnership; and

WHEREAS, the parties wish to amend the Partnership Agreement, to define their rights and obligations;

NOW THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereby agree that:



NAME AND PLACE OF BUSINESS

1. The name of the partnership shall be TURNPIKE REAL ESTATE.
2. The principal place of business of the partnership shall be at 820 Turnpike Avenue, Clearfield, Pennsylvania, and at such other localities within the State of Pennsylvania as may be agreed upon by the partners.

PURPOSES

3. The Partnership owns the two properties situated at 816 Turnpike Avenue, Clearfield, Pennsylvania, and 820 Turnpike Avenue, Clearfield, Pennsylvania. These properties are presently a medical building and a house. The medical building is presently leased to a professional corporation known as CLEARFIELD PROFESSIONAL GROUP LIMITED. It is anticipated that lease will continue. The partnership shall manage and administer the building which shall include collecting the rents and paying the expenses of said building. The partnership may expand into other activities if it so desires and shall not be limited solely to dealing with CLEARFIELD PROFESSIONAL GROUP LIMITED.

CAPITAL

4. The capital of the partnership consists, initially, of the previously mentioned real estate [and any after-acquired realty, fixtures or personal property]. The present value of that

real estate has been determined to be \$453,000.00. It is subject to a mortgage to be held initially by County National Bank, Clearfield, PA. The mortgage is security for a note held by County National Bank for \$453,000.00. The partnership shall be responsible for paying off this note. The partners referenced herein shall be equally responsible for any incidental costs related to the transfer of the previous partnership interests, including the realty, the amendments to the partnership agreement and the acquisition of the loan and mortgage.

The ownership of said partnership shall be equal as to each of the partners referenced herein. In the event the partners should unanimously agree to add partners, the ownership shall continue to be in equal parts, with the percentage ownership of the present partners decreasing accordingly. In such an event, unless the partners unanimously agree otherwise, the new partner shall pay to the then existing partners a sum (to be divided equally among the then existing partners) equal to the percentage of the equity of the real estate owned by the partnership. For purposes of this agreement, equity is determined by subtracting the principle still owed on any loan, lien or encumbrance, from the existing fair market value of the properties. Unless the parties otherwise agree, the fair market value of the properties shall be determined by the average of appraisals solicited by the partnership and the prospective new partner.

✓ All partners must also be members of CLEARFIELD PROFESSIONAL GROUP LIMITED.

5. A capital account shall be maintained by and for the partnership.
6. Except by unanimous agreement of the partners, or on dissolution, the capital account shall not be subject to distribution.

PROFITS AND LOSSES

7. The net profits or net losses of the partnership shall be distributable or chargeable, as the case may be, to each of the partners in proportions equal to their percentage ownership.

MANAGEMENT

10. Each of the partners shall have equal voice in the management and conduct of the partnership business. Unless otherwise stated in this agreement, all decisions shall be by a majority vote.

DISSOLUTION

11. Any partner may retire from the partnership upon sixty (60) days prior notice to the other partners.

12. Upon the death or retirement of a partner, or upon the appointment of a guardian, conservator or trustee over the estate of a partner, or upon the filing of bankruptcy by a partner, or upon the non-partnership caused lien on a partner's share, during the term of the partnership, the partnership shall have the right either to purchase the interest of the partner or to terminate and liquidate the partnership. Unless required by law to do it sooner, within sixty (60) days of notification of any of the above referenced occurrences, the partnership shall so inform the partner, or his estate administrator, or his guardian, or his trustee.

If the partnership does not elect to purchase the interest of the partner, the partnership shall proceed with reasonable promptness to liquidate the business of the partnership. The partners and the estate of the departing partner shall share in the profits and losses of the business during the period of liquidation in the same proportions in which they shared such profits and losses prior to the departure of the partner, except that the departing partner shall not be liable for losses in excess of the his interest in the partnership at the time of his departure

It is further agreed that if the partnership elects to purchase the departing partner's interest in the partnership, the remaining partners shall deliver to departing partner, or the estate of departing partner, their promissory note in an amount which shall represent the deceased partner's interest in the partnership, as set out above, and this promissory note shall be for a period five (5) years which will provide for five (5) equal annual payments at the current AFR rate until such note has been paid in full. The first annual Payment to be paid six (6) months after departure of the departing partner.

VOLUNTARY DISSOLUTION

14. Upon the termination of the partnership, or dissolution thereof, for any cause, other than the death of a partner, a full and accurate inventory shall be prepared, and the assets, liabilities and income, both gross and net, shall be ascertained; the debts of the partnership shall be discharged, and all monies and other assets of the partnership remaining shall be divided in specie among the partners, share and share alike.

If, however, one of the partners desires to continue the operation of the business after the termination or dissolution of the partnership, he shall have the privilege, at his option, to pay the sum due the departing partners, for their share of the assets as follows: twenty (20%) percent at the dissolution, with the balance, at the current AFR rate of interest, in four (4) equal annual payments.

POWERS AND LIMITATIONS

15. Checks shall be drawn on the partnership bank account for partnership purposes only and may be signed by any two (2) partners, or by one partner and the business manager.

16. No partner may without the consent of the other partners:

- (a) Borrow money in the firm name for firm purposes or utilize collateral owned by the partnership as security for such loans;
- (b) Assign, transfer, pledge, compromise, or release any of the claims of, or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership;
- (c) Make, execute or deliver any assignment for the benefit of creditors of any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell any of the property of the partnership;
- (d) Lease or mortgage any partnership real estate or any interest therein or enter into a contract for such purpose;

(e) Pledge or hypothecate or in any manner transfer his interest in the partnership, except to the parties of this agreement;

ARBITRATION

17. If any disagreement shall arise between the parties hereto in respect to the conduct of the business, its dissolution, or in respect to any matter, cause or thing whatsoever not herein otherwise provided for, the same shall be decided and determined by arbitrators. Each party, his heirs, trustees, guardians, executors or administrators, shall appoint one such arbitrator. A third arbitrator shall be chosen by the two aforementioned within five (5) days after their appointment. The award of the majority of such arbitrators shall be binding conclusive upon the parties hereto. The appointment of such arbitrators shall be made within five (5) days after receiving notice from any one of the parties hereto, his heirs, trustees, guardians, executors or administrators, to make such appointment. The failure of any one of the parties to so appoint an arbitrator, shall authorize the party or parties making appointments to make an appointment for him. If such two arbitrators shall fail or be unable within five (5) days to select a third arbitrator, then in such event any Judge of the Common Pleas Court of the County of Clearfield Commonwealth of Pennsylvania, upon application made by any one of the parties hereto for that purpose, is authorized and empowered to appoint such additional arbitrator.

MISCELLANEOUS

18. The partnership shall maintain a bank account or bank accounts in such bank or banks as may be agreed upon by the partners.

19. All notices provided for under this agreement shall be in writing and shall be sufficient if sent by registered mail to the last known address of the party to whom such notice is to be given.

20. Proper and complete books of account shall be kept at all times and shall be open to inspection by any of the partners or by his accredited representative at any time during reasonable business hours. The books of account may at the discretion of the partners be examined and reviewed as of the close of each fiscal year by an independent certified public accountant agreeable to the partners, who shall make a report thereon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Brian B. Hutton

Brian B. Hutton

Brian B. Hutton

Brian B. Hutton

Baltazar L. Corcino
DR. BALTAZAR L. CORCINO, M.D.

Richard A. Johnson
DR. RICHARD A. JOHNSON, D.O.

Bruno J. Romeo
DR. BRUNO J. ROMEO, M.D.

Joseph A. Vetrano
DR. JOSEPH A. VETRANO, M.D.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD
A. JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

V.

BALTAZAR L. CORCINO, an
individual

Defendant.

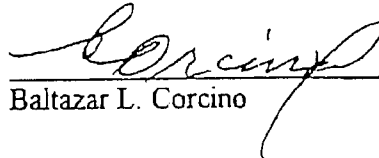
*
*
*
*
*
*
*
*

No. 06-1935-CD

VERIFICATION

I, BALTAZAR L. CORCINO, Defendant, verify that the statements made in this
ANSWER, NEW MATTER, AND COUNTERCLAIM are true and correct to the best of
my knowledge, information and belief. I understand that false statements herein are
made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to
authorities.

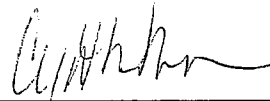
Date: December 21, 2006


Baltazar L. Corcino

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer, New Matter and Counterclaim was sent on the 22nd day of December, 2006, via United States Mail, postage prepaid, to the following:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830



Cynthia M. Morrison, Esquire

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

Joseph A. Vetrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,

Plaintiffs,

v.

Baltazar L. Corcino, an
individual,

Defendant.

No. 06-1935-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Date: February 26, 2007

FILED

01/11:03 PM
FEB 26 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *

Plaintiffs, *

v. *

No. 06-1935-CD

Baltazar L. Corcino, an *
individual, *

Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Motion for Order Directing Partition (including Order setting date for hearing) was served on the following and in the following manner on the 26th day of February, 2007:

First-Class Mail, Postage Prepaid

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
28th Floor, Two PNC Plaza
Pittsburgh, PA 15222

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

CIVIL DIVISION

No: 06-1935-CD

**RESPONSE IN OPPOSITION TO
MOTION FOR ORDER
DIRECTING PARTITION**

Filed on Behalf of Defendant,
Baltazar L. Corcino

Counsel of Record for this Party:

James R. Hankle, Esquire
PA I.D. # 36019

Cynthia M. Morrison, Esquire
PA I.D. #87971

SHERRARD, GERMAN & KELLY, P.C.
Firm #006

28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
(412) 355-0200

FILED No
MAR 05 2007 CC
GR

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

CIVIL DIVISION

No: 06-1935-CD

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

RESPONSE IN OPPOSITION TO MOTION FOR ORDER DIRECTING PARTITION

NOW COMES the Defendant, Baltazar L. Corcino ("Dr. Corcino"), by and through his undersigned counsel, and files the within Response in Opposition to Motion for Order Directing Partition ("Motion"), averring as follows:

1. While Dr. Corcino does not object to a partition of the property and, in fact, agrees that a partition should ultimately take place, Dr. Corcino objects to Plaintiffs' Motion at this time because it is a premature request.
2. Plaintiffs' Motion is premature because the parties do not agree on whether or not the partnership named Turnpike Real Estate owns the real property at issue.
3. It is well-settled in Pennsylvania that if a partnership owns real property, then a termination, settlement and liquidation of the partnership must occur prior to any partition of the partnership property. *McElrath v. Wiley*, 74 Pa. D. & C.2d 109, 112 (Pa.Com.Pl. 1975).

4. Therefore, if the property is owned by the partnership, a partition of the partnership property cannot occur at this time since the partnership has not yet been terminated nor has an accounting of the partnership property occurred.

5. On February 21, 2007, Dr. Corcino served his First Set of Interrogatories and First Set of Requests for Production of Documents on Plaintiffs in order to clarify these outstanding factual issues. (A true and correct copy of the First Set of Interrogatories and First Set of Requests for Production of Documents are attached hereto as Exhibits 1 and 2, respectively.)

6. Defendant requests the opportunity to review Plaintiffs' responses to this discovery in an attempt to reach a resolution regarding ownership interest prior to a court-ordered partition.

WHEREFORE, Defendant respectfully requests the Court deny Plaintiffs' Motion for Order Directing Partition.

Dated: March 2, 2007



Cynthia M. Morrison, Esquire
PA Bar # 87971

James R. Hankle, Esquire
PA Bar # 36019

Sherrard, German and Kelly, PC
28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
Phone 412-355-0200
Fax 412-261-6221
Attorneys for Defendant,
Baltazar L. Corcino.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

CIVIL DIVISION

No: 06-1935-CD

**FIRST SET OF INTERROGATORIES
DIRECTED TO PLAINTIFFS JOSEPH
A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO**

Filed on Behalf of Defendant,
Baltazar L. Corcino

Counsel of Record for this Party:

James R. Hankle, Esquire
PA I.D. # 36019

Cynthia M. Morrison, Esquire
PA I.D. #87971

SHERRARD, GERMAN & KELLY, P.C.
Firm #006

28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
(412) 355-0200

EXHIBIT

/

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

CIVIL DIVISION

No: 06-1935-CD

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

**FIRST SET OF INTERROGATORIES DIRECTED TO PLAINTIFFS JOSEPH A.
VENTRANO, RICHARD A. JOHNSON, AND BRUNO J. ROMEO**

AND NOW, come Defendant, Baltzar L. Corcino, (hereinafter referred to as "Defendant") and by and through his attorneys, James R. Hankle, Esquire, Cynthia M. Morrison, Esquire and Sherrard, German and Kelly, P.C., and propound the following First Set of Interrogatories Directed to Plaintiffs Joseph A. Ventrano, Richard A. Johnson, and Bruno J. Romeo (hereinafter referred to as "Plaintiffs").

Pursuant to Rules 4005 and 4006 of the Pennsylvania Rules of Civil Procedure, Plaintiffs are requested to answer within thirty (30) days after service hereof, the following Interrogatories propounded by Defendant, Baltazar L. Corcino:

INSTRUCTIONS AND DEFINITIONS AS TO INTERROGATORIES

A. The answers to the Interrogatories shall contain all information available to Plaintiffs as well as their employees, agents, attorneys or other representatives, contractors, or

anyone else with requested information. Where information necessary to answer an interrogatory is not available, after diligent search, Plaintiffs shall so state and shall answer in as detailed a fashion as possible.

B. Each sub-part to an interrogatory should be answered separately. No sub-part is intended to be construed more narrowly than it would be if it were requested alone. Where a request in the sub-part can be construed more broadly than if it were standing alone, such broader construction is intended.

C. In the event the Interrogatories seek information which Plaintiffs deem privileged, or the provision of which Plaintiffs otherwise object to, the basis of such privilege or objection shall be stated as well as the nature of the information withheld. For each interrogatory for which Plaintiffs claim a privilege or objection, Plaintiffs should respond to the extent the requested information is not privileged or subject to the objection, and shall construe the various parts of each request as severable for this purpose.

D. The following definitions are intended wherever the listed word appears in the Interrogatories:

1. "Identify":
 - i. When used with reference to an individual shall require a statement of the individual's full name, present or last known position or business affiliation, present or last known residential address, date of birth and social security number.
 - ii. When used with reference to business or corporations shall mean to state the business or corporation's legal name, the names under which it does business, its form (proprietorship, corporation, partnership, association or business trust, etc.), the date of its inception and/or incorporation, identification or its principal proprietors and/or officers, its present address, and its relationship, if any, to Plaintiffs.

- iii. When used with reference to documents shall require a statement of the date thereof, the type of document, the author, and if different, the signer or signers, the addressee, the substance thereof, its present or last known location or custodian, and all other means of identifying it with sufficient particularity to satisfy the requirements for its identification in a motion for its production pursuant to the Pennsylvania Rules of Civil Procedure. If such documents were but are no longer in Plaintiffs' possession or subject to its control, state the disposition which was made of it, the reason for such disposition and the date thereof.
 - iv. When used with reference to communications shall require a statement whether the communication was a personal meeting, telephone conversation, correspondence or other type of communication; the date, time and location of the communication; which party originated the communication; all persons present during the communication; and the substance of what was communicated by whom.
2. "Relating to" as used herein with reference to a subject shall mean both the following:
- i. Containing, comprising, constituting, stating, setting forth, or recording, including, negating or manifesting in any way, in whole or in part, that subject; or
 - ii. Describing, discussing, reflecting, interpreting identifying, concerning, contradicting, referring to, relating to, or in any pertaining to, in whole or in part, that subject.
3. "Document" shall mean every original (and any copy of any original or any copy which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by an physical, mechanical, electronic, or electrical means whatsoever, including without limitation, e-mails, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, sketches, graphs, charts, plans, correspondence, communications, telegrams, memoranda, notes, notebooks, work sheets, records, lists, analyses,

appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, checkbooks, canceled checks, receipts, contracts, agreements, written memorials of oral communications, photographs, photographic slides or negative films, film strips, tapes and recordings to which the Defendant now has or has had access to in the past.

4. "Person" shall mean any individual, corporation, partnership, or other business entity.

5. "Plaintiffs" shall mean Plaintiffs Joseph A. Ventrano, Richard A. Johnson, and Bruno J. Romeo, their executors, administrators, successors, attorneys, agents and assigns.

6. "Defendant" shall mean Baltazar L. Corcino, and any of his heirs, executors, administrators, successors, attorneys, agents and assigns.

7. "You" shall mean Plaintiffs Joseph A. Ventrano, Richard A. Johnson and Bruno J. Romeo, their heirs, executors, administrators, successors, attorneys, agents and assigns.

8. "Complaint" shall mean the Complaint For Partition of Real Property filed by Plaintiffs against Defendant in this case on November 20, 2006.

9. "Communication" shall mean any manner of transmitting or giving or receiving information, facts, opinions or thoughts either orally or in writing, including but, not limited to, any conference, conversation, correspondence or discussion.

10. "Corporation" shall mean the Clearfield Professional, Ltd., formed for the purpose of providing medical services to patients.

11. "Partnership" shall mean the general partnership known as Turnpike Real Estate.

12. "Partnership Property" shall mean the three parcels of land acquired by the Partnership and commonly referred to as (i) 816 Turnpike; (ii) 820 Turnpike; (iii) Thompson Street.

13. "Statement" shall mean any document or any stenographic, mechanical, electrical or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded.

14. The time period encompassed by these Interrogatories, except where otherwise indicated, is 1999 to the present.

15. The words "and" and "or" are to be used conjunctively or disjunctively, whichever will provide broader interpretation of the interrogatories.

16. Any and all words or phrases which refer to the masculine gender as used herein shall embrace, and be read and applied as also referring to the feminine gender.

INTERROGATORIES

1. Identify each person supplying or who has gathered information for inclusion in the answers to any of these Interrogatories, specify the Interrogatory for which each such person supplied or gathered information; and state whether the information supplied or gathered was based on the personal knowledge of each person.

ANSWER:

2. From 1999 to the present, identify all partners involved in the Partnership. As to each partner state:

- a. the specific month, day and year each individual became a partner;
- b. the specific month, day and year of termination, retirement or withdrawal of each partner and whether it was by termination, retirement or withdrawal from the Partnership;
- c. the reason for any partner's change in interest in the Partnership.

ANSWER:

3. From 1999 to the present, identify the Partnership's interest in the Corporation.

As to this interest state:

- a. if the Partnership's interest ended at any time, please provide when and why;
- b. the specific month, day and year each Plaintiff and Defendant acquired an interest in the Corporation;
- c. which policy of the Corporation governed the interest of each Plaintiff and Defendant.
- c. the reason for each Plaintiff and Defendant's change in interest in the Corporation.

ANSWER:

4. From 1999 to the present, identify all savings or checking accounts, certificates of deposit, money market accounts or mutual fund accounts maintained in the name of the Partnership and/or the Corporation. As to each such account or certificate state:

- a. the identify of the institution in which the Partnership and/or the Corporation had the account;
- b. the title and number or identifying reference of the account or certificate;
- c. the identity of any joint owner of the account or certificate and the nature of the joint ownership;
- d. the nature of the account or certificate;
- e. the purchase price of the certificate; and
- f. the current balance of the accounts or value of the certificate.

ANSWER:

5. From 1999 to the present, identify any and all interests in any corporate stocks, bonds, partnerships or joint ventures, or other investment contracts, including any option to purchase or sell a security, maintained in the name of Joseph A. Ventrano, Richard A. Johnson or Bruno J. Romeo or jointly with an individual or entity. As to each such interest state:

- a. the identity of such stock, bond, partnership, joint venture or security;
- b. the name in which such stock, bond, partnership, joint venture or security is held;
- c. the par or face value of such stock, bond, partnership, joint venture or security;
- d. the current fair market value of such stock, bond, partnership, joint venture or security;
- e. the name, address and telephone number of the custodian of such stock, bond, partnership, joint venture or security;
- f. by whom such stock, bond, partnership, joint venture or security was purchased and the source of funds used to purchase such stock, bond, partnership, joint venture or security;
- g. the name, address and telephone number of any joint owner;
- h. the date(s) on which interest is payable on any bonds;
- i. the maturity date of any bond;
- j. the identity of any documents which relate to the purchase and ownership of such stock, bond, partnership, joint venture or security including the actual stock, bond, partnership, joint venture or securities certificates.

ANSWER:

6. Does the Partnership have any uncollected debts, accounts receivable, or other monies that are due? As to each state:

- a. the identity of the debtors;
- b. the date the debt was created;
- c. the amount of the remaining debt;
- d. the terms of repayment, including the date on which the debt is due; and
- e. the identity of any document which creates, evidences or refers to the debt.

ANSWER:

7. Does the Partnership have any pending Bankruptcy Petitions for payment of fees and costs? As to each state:

- a. the name of the case and the case number;
- b. the dollar amount of the fees and costs; and
- c. the identity of any documents relating to the request.

ANSWER:

8. From 1999 to the present, has the Partnership performed any service which has not been billed to a client? As to each state:

- a. the identity of the client;
- b. a description of the services;
- c. the total amount of hours devoted to the service;
- d. the dollar amount or value of the hours devoted to the service; and
- e. when the hours will be billed to the client.

ANSWER:

9. From 1999 to the present, has the Partnership owned any interest in any real estate in Pennsylvania or elsewhere including, but not limited to, the Partnership Property? As to each such interest state:

- a. the full address and location of the real estate;
- b. the nature and extent of the interest in the real estate, including joint, reversionary, remainder, leasehold, contingent or beneficial interest;
- c. the date the interest was acquired;
- d. the amount and source of the funds which were paid to acquire such interest;
- e. the identity of all documents which relate to the interest in the real estate and the source of funds used to purchase the interest (including statements, passbooks, check registers, etc.);
- f. if there are any mortgages on such real estate, state as to each mortgage:
 - i. the identities of the mortgagee, the mortgagor and the real owner;
 - ii. the identity of all documents relating to the mortgage and the underlying obligation;
 - iii. the amount of the original mortgage obligation;
 - iv. the outstanding obligation of the mortgage;
 - v. the date on which the mortgage was executed; and
 - vi. the date on which and the office in which the mortgage was recorded.
- g. if an interest is held in trust, identify the trustor, trustee and identify any documents relating thereto.

ANSWER:

10. From 1999 to the present, has the Partnership conveyed or transferred any interest in any real estate to anyone? If yes, as to each conveyance or transfer state:

- a. the description of the real estate;
- b. the interest which was conveyed or transferred;
- c. the identity of the person to whom the interest was conveyed or transferred;
- d. the consideration received;
- e. the reason for the conveyance or transfer; and
- f. the fair market value of the interest in the property at the time of its conveyance or transfer.

ANSWER:

11. Does the Partnership maintain any safe deposit box or other similar storage facility or jointly with an individual or entity? As to each such box or facility state:

- a. the identity of the institution in which such safe deposit box or facility is rented or maintained;
- b. the number under which such safe deposit box or facility is rented;
- c. the name under which such safe deposit box or facility is rented; and,
- d. the contents of such safe deposit box or facility.

ANSWER:

12. Identify all items of tangible personal property having a value of \$100 or more which are owned or leased by the Partnership including, but not limited to:

- a. machinery,
- b. automobiles,
- c. inventory,
- d. furniture,
- e. office equipment,
- f. television sets,
- g. radios,
- h. record players,
- i. electrical appliances or,
- j. works of art;

For each item state:

- a. the purchase price and date of purchase,
- b. the approximate value of each item,
- c. the seller of each item,
- d. by whom each item was purchased,
- e. the source of funds used to purchase each item,
- f. the nature and extent of the interest in each item,
- g. the name, address and telephone number of any joint owner,
- h. the location of each item,
- i. the amount due on any outstanding purchase money security interest, conditional sales agreement, lease/sale agreement, or other encumbrance,

- j. the name and address of the secured party, conditional seller or lessor; and all documents relating to the purchase and ownership of each item.

ANSWER:

13. From 1999 to the present, has the Partnership sold, assigned, given or traded any tangible or intangible personal property or interest in personal property with a value of \$100 or more to any individual or entity? As to each transfer state:

- (a) the description of the property;
- (b) the interest which was transferred;
- (c) the identity of the individual or entity to whom the property or interest was transferred;
- (d) the date of the transfer;
- (e) the consideration received for each transfer;
- (f) the reason for such transfer; and
- (g) the fair market value of the interest at the time of the transfer.

ANSWER:

14. Does the Partnership hold any security interest in or lien on personal property? If

yes, as to each such security interest or lien state:

- (a) the description of the personal property, including the identity of present owner;
- (b) the nature and amount of the security interest or lien, including the identification of any court action involved;
- (c) the date when the security interest or lien was acquired;
- (d) the obligation secured by such security interest or lien; and
- (e) the identity of any documents which relate to the security interest or lien.

ANSWER:

15. Does the Partnership have any right, interest, financial advantages or prospect thereof under any contract, insurance or other claim, cause of action or pending lawsuit in the courts of this or any other state or in the federal courts? If yes, for each state:

- (a) the identity of the contract, insurance claim, cause of action or pending lawsuit, and any documents relating thereto;
- (b) the identity of the other party or parties involved;
- (c) the nature and current status of the contract, claim, cause of action, or lawsuit; and
- (d) the known or estimated value of the same.

ANSWER:

16. Does the Partnership own or have any interest in any other assets not already disclosed? If yes, please identify the assets and the current location of the assets.

ANSWER:

17. Does the Partnership owe any federal, state or local taxes? If yes, identify each taxing authority, the period for which taxes are due, and the amount of taxes due.

ANSWER:

18. Is the Partnership owed any federal, state or local tax refund? If yes, identify each taxing authority, the period for which taxes are due the Partnership and the exact or estimated amount of the refund.

ANSWER:

19. Does the Partnership owe any individual or any entity money? If yes, identify each creditor by name and address, the amount due, and their terms of repayment.

ANSWER:

20. Other than this case, are there any pending suits, actions, legal proceedings or claims of any kind against the Partnership or any interest which the Partnership holds? If yes, as to each state:

- (a) the identity of the suit, action or legal proceeding including the title, the court in which it was filed, and the court term and number;
- (b) the identity of the other party or claimant;
- (c) the nature of the suit, action, proceeding or claim;
- (d) the known or estimated value of the same; and
- (e) the current status of the suit, action, proceeding or claim.

ANSWER:

21. Are there any judgments on record against the Partnership? If yes, as to each judgment state:

- (a) the identity of the suit, action or legal proceedings relating to the judgment, including the title, the court in which it is filed, and the court term and number;
- (b) the amount of the judgment;
- (c) the identity of the individual or entity in whose favor the judgment exists;
- (d) have payments been made on account thereof by the Partnership or by any third party, person or entity for the Partnership;
- (e) if the answer to item (d) is yes, please identify amounts paid and the party, person or entity who paid them;
- (f) was the judgment satisfied and the satisfaction recorded; and
- (g) if the answer to item (f) is no, state why.

ANSWER:

22. Is any judgment creditor currently attempting to execute on any judgment or secure information to aid in execution of any judgment? If yes, as to each creditor state:

- (a) the identity of the judgment creditor;
- (b) amount of judgment; and
- (c) nature of the current activities by the judgment creditor.

ANSWER:

23. List any other liabilities or obligations of the Partnership not already disclosed.

ANSWER:

24. From 1999 to the present, identify all sources of income of the Partnership?

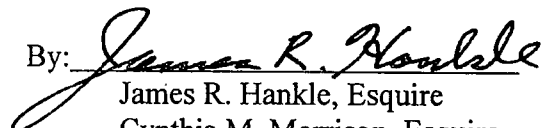
ANSWER:

25. Have the Plaintiffs answered each of the foregoing Interrogatories fully, completely and to the best of their abilities? If answered in the negative, specify which Interrogatories were not so answered, and state the reasons therefore.

ANSWER:

Respectfully submitted,

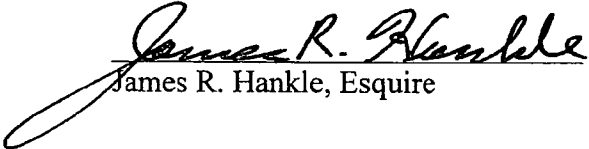
SHERRARD, GERMAN & KELLY, P.C.

By: 
James R. Hankle, Esquire
Cynthia M. Morrison, Esquire
Attorney for Defendant

CERTIFICATE OF SERVICE

I, James R. Hankle, Esquire, verify that an original and two copies of the within **First Set of Interrogatories Directed to Plaintiffs, Joseph A. Ventrano, Richard A. Johnson and Bruno J. Romeo** was served upon the following counsel of record by United States Mail, First Class delivery, postage prepaid this 21 day of February, 2007:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830


James R. Hankle, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

CIVIL DIVISION

No: 06-1935-CD

**FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFFS**

Filed on Behalf of Defendant,
Baltazar L. Corcino

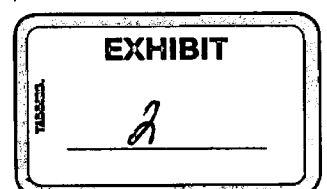
Counsel of Record for this Party:

James R. Hankle, Esquire
PA I.D. # 36019

Cynthia M. Morrison, Esquire
PA I.D. #87971

SHERRARD, GERMAN & KELLY, P.C.
Firm #006

28th Floor, Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
(412) 355-0200



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD A.
JOHNSON, AND BRUNO J. ROMEO,
individuals,

CIVIL DIVISION

No: 06-1935-CD

Plaintiffs,

v.

BALTAZAR L. CORCINO, an
individual,

Defendant.

**FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO
PLAINTIFFS, JOSEPH A. VENTRANO, RICHARD A. JOHNSON, AND BRUNO J.
ROMEO**

AND NOW, comes Defendant, Baltazar L. Corcino, (hereinafter referred to as "Defendant") by and through his attorneys, James R. Hankle, Esquire, and Cynthia M. Morrison, Esquire, and Sherrard, German and Kelly, P.C., and propound the following First Set of Requests for Production of Documents Directed to Plaintiffs, Joseph A. Ventrano, Richard A. Johnson, and Bruno J. Romeo (hereinafter collectively referred to as "Plaintiffs").

Pursuant to Rule 4009.1 *et. seq.* of the Pennsylvania Rules of Civil Procedure, Plaintiffs are requested to answer within thirty (30) days after service hereof, the following Requests for Production of Documents propounded by Defendant:

**INSTRUCTIONS AND DEFINITIONS AS TO
REQUEST FOR PRODUCTION OF DOCUMENTS**

1. "Identify", "Identity" or "Identification":

a) When used in reference to a natural person, the terms "identify", "identity" or "identification" mean provide the following information:

- i) full name;
- ii) present or last known business and residence addresses;
- iii) present or last known business affiliation; and
- iv) present or last known business position (including job title and a description of job functions, duties and responsibilities).

b) When used with reference to any entity other than a natural person, state:

- i) its full name;
- ii) the address of its principal place of business;
- iii) the jurisdiction under the laws of which it has been organized or incorporated and the date of such organization or incorporation;
- iv) the identity of all individuals who acted and/or authorized another to act on its behalf in connection with the matters referred to;
- v) in the case of a corporation, the names of its directors and principal officers; and
- vi) in the case of an entity other than a corporation, the identities of its partners or principals or all individuals who acted or who authorized another to act on its behalf in connection with the matters referred to.

c) When used in reference to a document, the terms "identify", "identity" or "identification" mean provide the following information:

- i) the nature of the document (e.g., letter, contract, memorandum) and any other information (i.e., its title, index or file number) which would facilitate the identification thereof;
- ii) the date of preparation;

- iii) its present location and the identity (as defined in paragraph 1 (a) hereof) of its present custodian or, if its present location and custodian are not known, a description of its last known disposition;
- iv) its subject matter and substance or, in lieu thereof, annex a legible copy of the document to the answers to these Interrogatories;
- v) the identity (as defined in paragraph 1 (a) hereof) of each person who performed any function or had any role in connection therewith (i.e., author, contributor of information, recipient, etc.) or who has any knowledge thereof, together with a description of each such person's function, role or knowledge; and
- vi) if the document has been destroyed or otherwise is no longer in existence or cannot be found, the reason why such document no longer exists, the identity (as defined in paragraph 1 (a) hereof) of the people responsible for the document no longer being in existence and of its last custodian.

d) When used in connection with a meeting or an oral communication, the terms

"identify", "identity" and "identification" mean provide the following information:

- i) its general nature (i.e., conference, telephonic communication, etc.);
- ii) the time and place of its occurrence;
- iii) its subject matter and substance;
- iv) the identity (as defined in paragraph 1 (a) hereof) of each person who performed any function or had any role in connection therewith or who has any knowledge thereof, together with a description of each such person's function, role or knowledge; and
- v) the identity (as defined in paragraph 1 (c) hereof) of each document which refers thereto or which was used, referred to or prepared in the course as a result thereof.

2. "Describe" or "Description":

a) When used with respect to any act, action, accounting, activity, audit, practice, process, occurrence, occasion, course of conduct, happening, negotiation, relationship, scheme,

communication, conference, discussion development, service, transaction, instance, incident or event, the terms "describe" or "description" mean provide the following information:

- i) its general nature;
- ii) the time and place thereof;
- iii) a chronological account setting forth each element thereof, what such element consisted of and what transpired as a part thereof;
- iv) the identity (as defined in paragraph 1 (a) hereof) of each person who performed any function or had any role in connection therewith (i.e., speaker, participant, contributor of information witness, etc.) or who has any knowledge thereof together with a description of each person's function, role or knowledge;
- v) the identity (as defined in paragraph 1 (c) hereof) of each document which refers thereto or which was used, referred to or prepared in the course or as a result thereof; and
- vi) the identity (as defined in paragraph 1 (d) hereof) of each oral communication which was a part thereof or referred thereto.

3. Answer by Reference to Documents: If any request is answered by reference to a document or group of documents, with respect to each such answer, identify (as defined in paragraph 1 (c) hereof) the specific document or documents containing the requested information.

4. The word "representative" shall be liberally construed and shall include, but not be limited to, all agents, employees, officials, officers, executives, directors, and any other who directly or indirectly represent, in any manner, the Plaintiffs.

5. "Document" shall mean every original (and any copy of any original or any copy which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic, or electrical means whatsoever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps,

plats, surveys, drawings, sketches, graphs, charts, plans, correspondence, communications, telegrams, memoranda, notes, notebooks, work sheets, records, lists, analyses, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, instruments, assignments, applications, offers, acceptances, written memorials of oral communications, photographs, photographic slides or negative films, film strips, tapes and recordings, to which the Defendant now has or had has access to in the past.

6. "Relating to" as used herein with reference to a subject shall mean both the following:

a) Containing, comprising, constituting, stating, setting forth, and/or recording, including negating or manifesting in any way, in whole or in part, that subject; or

b) Describing, discussing, reflecting, interpreting, identifying, concerning, contradicting, referring to, relating to, or in any way pertaining to, in whole or in part, that subject.

7. "Person" shall mean any individual, corporation, partnership, or other business entity.

8. "Plaintiffs" shall Joseph A. Ventrano, Richard A. Johnson and Bruno J. Romeo, and each of his heirs, executors, administrators, successors, attorneys, agents and assigns.

9. "Defendant" shall mean Baltazar L. Corcino and any of his heirs, executors, administrators, successors, attorneys, agents and assigns.

10. "You" shall mean Plaintiffs, Joseph A. Ventrano, Richard A. Johnson and Bruno J. Romeo, and each of his heirs, executors, administrators, successors, attorneys, agents and assigns.

11. "Complaint" shall mean the Complaint For Partition of Real Property filed by Plaintiffs against Defendant in this case on November 20, 2006.

12. "Communication" shall mean any manner of transmitting or giving or receiving information, facts, opinions or thoughts either orally or in writing, including, but not limited to, any conference, conversation, correspondence or discussion.

13. "Corporation" shall mean the Clearfield Professional, Ltd., formed for the purpose of providing medical services to patients.

14. "Partnership" shall mean the general partnership known as Turnpike Real Estate.

15. "Partnership Property" shall mean the three parcels of land acquired by the Partnership and commonly referred to as (i) 816 Turnpike; (ii) 820 Turnpike; (iii) Thompson Street.

16. "Statement" shall mean any document or any stenographic, mechanical, electrical or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded.

17. The words "and" and "or" are to be used conjunctively or disjunctively, whichever will provide broader interpretation of the interrogatories.

18. Any and all words or phrases which refer to the masculine gender as used herein shall embrace, and be read and applied as also referring to the feminine gender.

19. If in his possession, respectively, each Plaintiff shall produce the originals of all documents called for herein, as well as any and all copies of documents which bear any mark or notation not present on the original.

20. In producing documents called for herein, Plaintiffs shall segregate the documents so as to identify the numbered request to which such document(s) responds.

21. If Plaintiffs withhold from production any document requested hereunder solely on the basis of any asserted privilege, including attorney-client privilege, and work product rule,

Plaintiffs shall so indicate and describe the documents withheld by date, author(s), addressee(s), and general subject matter.

22. If Plaintiffs once had any documents called for herein, which have since been destroyed or otherwise disposed, Plaintiffs shall so indicate and describe the documents withheld by date, author(s), addressee(s), and general subject matter.

23. The time period encompassed by this request, except where indicated otherwise, is 1999 to the present.

24. Upon production of the documents called for herein, and pursuant to the Pennsylvania Rules of Civil Procedure, Plaintiffs shall furnish an affidavit stating whether the production is complete in accordance with the request, and that any documents not produced which are encompassed by this request, and which are discovered and/or located thereafter will be immediately produced for inspection by the party making this request.

DOCUMENTS REQUESTED

1. Any and all copies of each Plaintiffs' personal federal income tax returns, whether filed individually or jointly, for the period 1999 until the present.

2. Any and all copies of the Partnership's federal income tax returns for the period 1999 until the present.

3. Any and all copies of the Partnership Agreement for Turnpike Real Estate and all amendments thereto.

4. Any and all documents identifying the Partnership Property and the interests of Plaintiffs and Defendant in the Partnership Property from 1999 until the present.

5. Any and all documents relating to and/or referencing Dr. Corcino's alleged retirement from the Partnership or the Corporation.

6. Any and all documents identifying the interests of Plaintiffs and Defendant in the Partnership from 1999 until the present.

7. Any and all copies of the minute books of the Partnership, including unanimous consents and minutes of any meetings of the partners.

8. Any and all copies of audited financial statements for the Partnership from 1999 until the present, including notes and reports thereto.

9. Any and all copies of unaudited interim financial statements for the Partnership.

10. Any and all copies of current operating and capital expenditure budgets for the Partnership.

11. Any and all copies of all debt schedules of the Partnership from 1999 until the present (including a review of off-balance sheet items).

12. Any and all copies of schedules of assets, accounts payable, accounts receivable, inventory, amortization, and depreciation of the Partnership.

13. Any and all documents identifying changes in accounting procedures of the Partnership, and reason for those changes.

14. Any and all documents identifying current and past levels of accounts receivables, aging summaries and write-off policies of the Partnership.

15. Any and all documents identifying indentures, credit or loan agreements, commitment letters, bond documents, or other documents or agreements relating to any outstanding or available long-term or short-term debt, including amendments thereto and any related instruments granting security interests, to which the Partnership is a party.

16. Any and all documents identifying loans or loan guarantees by the Partnership to the partners, employees and affiliates, corporate or otherwise.

17. Any and all documents identifying loans by the Partnership to other organizations.

18. Any and all documents identifying employment contracts with the Partnership from 1999 until the present.

19. Any and all documents relating to pension and profit sharing plans and incentive or deferred compensation arrangements for partners and/or employees of the Partnership, including all summary plan descriptions.

20. Copies of any and all actuarial reports on funding liability of all benefit plans of the Partnership and/or Corporation from 1999 until the present.

21. Copies of any and all contracts relating to the acquisition or sale of any properties held by the Partnership from 1999 until the present including, but not limited to, the Partnership Property.

22. Copies of any and all deeds for real property held by the Partnership.

23. Copies of any and all options or agreements of sale to sell real property held by the Partnership.

24. Copies of any and all appraisals for real property held by the Partnership including, but not limited to, the appraisal referenced by Plaintiffs in paragraph 23 of the Reply to New Matter and Counterclaim.

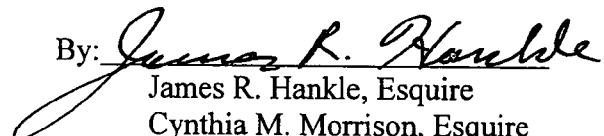
25. Any and all documents relating to and/or referencing any of Plaintiffs' or Defendant's interest in the Corporation including, but not limited to, any dissolution of interest of Plaintiffs and Defendant in the Corporation.

26. Copies of the Corporation's by-laws and/or policies including, but not limited to, the policy referenced by Plaintiffs in paragraphs 18 and 26 of the Reply to New Matter and Counterclaim.

27. Copies of any and all real property leases to which the Partnership is a party including, but not limited to, the leases involving the Partnership Property.

Respectfully submitted,

SHERRARD, GERMAN & KELLY, P.C.

By: 
James R. Hankle, Esquire
Cynthia M. Morrison, Esquire
Attorney for Defendant

CERTIFICATE OF SERVICE

I, James R. Hankle, Esquire, verify that an original and two copies of the within **First Set of Requests for Production of Documents Directed to Plaintiffs, Joseph A. Ventrano, Richard A. Johnson and Bruno J. Romeo** was served upon the following counsel of record by United States Mail, First Class delivery, postage prepaid this 21 day of February, 2007:

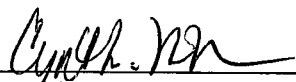
James A. Naddeo, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830


James R. Hankle, Esquire

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Response in Opposition to Motion for Order Directing Partition was sent on the 2nd day of March, 2007, via United States Mail, postage prepaid, to the following:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830



Cynthia M. Morrison, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102175
NO: 06-1935-CD
SERVICE # 1 OF 1
COMPLAINT FOR PARTITION OF REAL

PROPERTY

PLAINTIFF: JOSEPH A. VETRANO, RICHARD A. JOHNSON and
BRUNO J. ROMEO, Individuals
vs.
DEFENDANT: BALTAZAR L. CORCINO, an individual

SHERIFF RETURN

NOW, December 04, 2006 AT 9:20 AM SERVED THE WITHIN COMPLAINT FOR PARTITION OF REAL PROPERTY ON BALTAZAR L. CORCINO DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN SUGHRUE, ATTORNEY FOR DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT FOR PARTITION OF REAL PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NADDEO	18761	10.00
SHERIFF HAWKINS	NADDEO	18761	26.39

FILED
0/8:30am
MAR 06 2007

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,

Chester A. Hawkins
by Mauley Hamer

Chester A. Hawkins
Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

Joseph A. Vetrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,

Plaintiffs,

v.

Baltazar L. Corcino, an
individual,

Defendant.

No. 06-1935-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Date: March 7, 2007

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

~~MAR 07 2007~~

~~Attest.~~

~~Clerk of Courts~~

FILED
MAR 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *

Plaintiffs, *

v. *

No. 06-1935-CD

Baltazar L. Corcino, an *
individual, *

Defendant. *

CERTIFICATE OF SERVICE


I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Plaintiffs' Answer to First Set of Request for
Production of Documents Directed to Plaintiffs was served on the
following and in the following manner on the 7th day of March,
2007:

First-Class Mail, Postage Prepaid

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
28th Floor, Two PNC Plaza
Pittsburgh, PA 15222

NADDEO & LEWIS, LLC

By:



James A. Naddeo
Attorney for Plaintiffs

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

Joseph A. Vetrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,

Plaintiffs,

v.

Baltazar L. Corcino, an
individual,

Defendant.

No. 06-1935-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Date: March 7, 2007

FILED

MAR 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

1 cert to HAN

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

Joseph A. Vetrano, Richard A. *
Johnson, and Bruno J. Romeo, *
individuals, *
Plaintiffs, *

v. *

No. 06-1935-CD

Baltazar L. Corcino, an *
individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Plaintiffs' Answers to First Set of
Interrogatories Directed to Plaintiffs Joseph A. Vetrano, Richard
A. Johnson, and Bruno J. Romeo was served on the following and in
the following manner on the 7th day of March, 2007:

First-Class Mail, Postage Prepaid

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
28th Floor, Two PNC Plaza
Pittsburgh, PA 15222

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Plaintiffs

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

Joseph A. Vetrano, Richard A.
Johnson, and Bruno J. Romeo,
individuals,

Plaintiffs,

v.

Baltazar L. Corcino, an
individual,

Defendant.

No. 06-1935-CD

Type of Pleading:

**JOINT PRAECIPE TO SETTLE
AND DISCONTINUE**

Filed on behalf of:
Plaintiffs

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

0/3:35
MAR 16 2009

William A. Shaw
Prothonotary/Clerk of Courts

Bill of costs
ICC, ICC of disc to
Atty Naddeo
Cert of disc
Bill of costs to
Atty Hankle
copy to c/A

IN THE COURT OF COMMON PLEAS OF CLEARFIED COUNTY, PENNSYLVANIA

JOSEPH A. VENTRANO, RICHARD
A. JOHNSON, AND BRUNO J. ROMEO,
individuals,

Plaintiffs

v.

NO: 06-1935-CD

BALTAZAR L. CORCINO, an
individual,

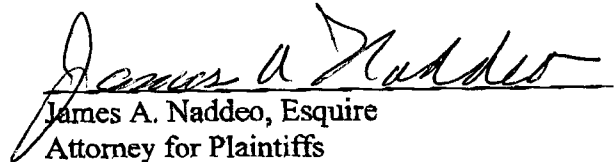
Defendant

JOINT PRAECIPE TO SETTLE AND DISCONTINUE

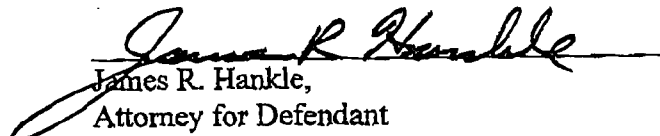
TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly mark the above-captioned matter settled, discontinued, and terminated with prejudice, including all causes of action, counterclaims and cross claims of all parties, each party to pay their own costs. Please certify Bill of Costs and Certificate of Discontinuation to the undersigned parties.

Date: March 16, 2009


James A. Naddeo, Esquire
Attorney for Plaintiffs

Date: March 10, 2009


James R. Hankle,
Attorney for Defendant

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

CIVIL DIVISION

**Joseph A. Vetrano
Richard A. Johnson
Bruno J. Romeo**

**Vs.
Baltazar L. Corcino**

No. 2006-01935-CD

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 March 16, 2009, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by James A. Naddeo Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of March A.D. 2009.



William A. Shaw, Prothonotary *lm*