



FILED

NOV 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF THE 46  
JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY

Att'y pd. 20.00  
cc - Notice to Defs.  
Statement to Att'y

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,  
Plaintiff

vs.

TQA FABRICATIONS, INC.  
and ERIC J. PORTER and  
JODI K. PORTER,  
Defendants

CIVIL ACTION - LAW

NO. 06-1965-CD

COMPLAINT IN CONFESSION  
OF JUDGMENT

Counsel of Record for Plaintiff:  
COPPOLO & COPPOLO  
Thomas G.G. Coppolo, Esquire  
ID No. 59179  
19 N. St. Marys St., PO Box 186  
St. Marys, PA 15857  
(814) 834-2848

COMPLAINT IN CONFESSION OF JUDGMENT

1. Plaintiff is a Corporation with its principal place of business located at 651 Montmorenci Road, Ridgway, Pennsylvania, 15853.
2. Defendant TQA FABRICATIONS, INC. is a Corporation, with its principal place of business located at Industrial Park Road, PO Box 805, Clearfield, Pennsylvania, 16830.
3. Defendants Eric J. Porter and Jodi K. Porter are individuals who resides at 705 Good Street, Houtzdale, Clearfield County, Pennsylvania, 16651.
4. Attached hereto is a copy of a Note and a Guaranty and Suretyship Agreement showing the various Defendants' signatures. The copy attached is a true and correct reproduction of the original.
5. There has been no prior exercise of the warrant of attorney to confess judgment, contained in this instrument, in any jurisdiction.
6. Defendants are in default of the terms of the Note, and have failed to cure the default when requested to do so by Plaintiff.

7. The amount due and payable on this instrument as of January 25, 2006, is as follows:-

PRINCIPAL.....	\$47,004.60
ADDITIONAL ACCRUED INTEREST	\$ 2,826.15
LATE FEES	\$ 174.75
ATTORNEY'S COMMISSION (4%)	<u>\$ 2,000.22</u>

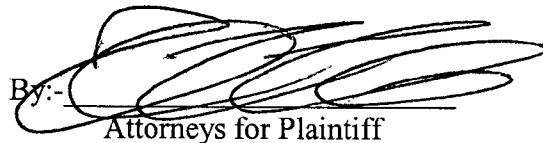
**TOTAL DUE.....** **\$52,005.72** plus additional  
Interest/Late Fees

8. The sum of FIFTY-TWO THOUSAND FIVE and 72/100 (\$52,005.72) Dollars, together with interest and late fees from January 25, 2006, is due the Plaintiff and the entry of a judgment against the Defendant for that amount is requested.

9. Plaintiff is entitled to confess judgment against Defendant TQA Fabrications, Inc., by virtue of the specific authority granted Plaintiff in the attached Note; Plaintiff is entitled to confess judgment against Defendant Eric J. Porter and Jodi K. Porter by virtue of the specific authority granted Plaintiff in the attached Guarantee.

COPPOLO & COPPOLO,

By:-



Attorneys for Plaintiff

The precise address of the Plaintiff herein is 651 Montmorenci Road, Ridgway, Pennsylvania, 15853. The precise address of the Defendant TQA FABRICATIONS, INC. is Industrial Park Road, PO Box 805, Clearfield, Pennsylvania, 16830. The precise address of the Defendants ERIC J. PORTER and JODI K. PORTER is 705 Good Street, Houtzdale, Clearfield County, Pennsylvania, 16651.



Attorney for Plaintiff

Dated: 11-15-06

I verify that the statements set forth in the foregoing Complaint 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.A. Section 4904 relating to unsworn falsification to authorities.

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION

BY: Eric M. Bridger

**GUARANTY AND SURETYSHIP AGREEMENT**

*Justine* THIS GUARANTY AND SURETYSHIP AGREEMENT is made this 18 day of ~~May~~ June, 2004, by ERIC J. PORTER and JODI K. PORTER, (hereinafter Guarantors) in favor of NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION (hereinafter Lender), to secure obligations of TQA Fabrications, Inc., (hereinafter Borrower).

Lender has made an IRP Loan in the amount of \$50,000.00 (the "Loan"), which Loan is evidenced by Borrower's Note (the "Note") of even date herewith. The Note is secured by a Financing Statement (UCC-1) naming TQA Fabrications, Inc. as Debtor and Lender as Secured Party. As an inducement to Lender to accept the Note and to make the Loan to Borrower, Guarantors have agreed to execute and deliver this Guaranty and Suretyship Agreement.

NOW THEREFORE, in consideration of the making of the Loan by Lender to Borrower, and intending to be legally bound, Guarantors hereby agree as follows,-

1. In order to secure payment of the Note by Borrower, and the payment and performance of all other obligations of Borrower under the Note (or the Loan, Mortgage and UCC-1), Guarantors, jointly and severally, hereby irrevocably and unconditionally guarantee to Lender, and become sureties to Lender, for the due and punctual payment and performance of all the obligations of Borrower, now existing or hereafter at any time or times incurred under the Note (or the Loan Agreement), Mortgage or the UCC-1, or under any renewals, extensions or modifications thereof such obligations hereinafter are referred to individually as "Obligation" and collectively as "Obligations".

2. If any obligation is not paid or performed by Borrower punctually when due, including, without limitation, any Obligation due by acceleration, Guarantors will, upon Lender's demand, immediately pay or perform such Obligation. Guarantors will pay to Lender, upon demand, all costs and expenses including, without limitation, reasonable attorney's fees, which may be incurred by Lender in the collection or enforcement of the Obligations or of Guarantors' obligations under this Guaranty.

3. Guarantors hereby waive notice of acceptance of this Guaranty and any notice of default by Borrower with respect to the Obligations, and consent and agree that Lender may at any time, and from time to time, in its sole discretion (a) extend or change the time of payment, and/or the manner, place or terms of payment, and/or the time, manner, place or terms of performance of all or any part of the Obligations, (b) settle or compromise with Borrower or others liable hereunder all or any part of the Obligations, and (c) take or refrain from taking such action as Lender may, in its sole discretion, deem to be in its best interest with respect to the Obligations, all in such manner and upon such terms as Lender may deem fit and without notice to or further assent from Guarantors, who hereby agree to be and remain bound upon this Guaranty for the balance of the obligations, notwithstanding any

such extension, change, settlement, compromise, surrender, release, renewal, extension or other action.

4. Guarantors agrees that no promises, representations, agreements, conditions or covenants have been made relating to this Guaranty other than those contained herein, and that no modification of the terms hereof shall be binding on Lender unless in writing signed by Lender.

5. Guarantors further agree to provide Lender promptly with such information pertaining to Guarantors' financial condition as may reasonably be requested by Lender from time to time.

6. Guarantors hereby authorize and empower any attorney of any court of record within the United States of America or elsewhere to appear for Guarantors in such Court and, with or without Complaint filed, confess judgment, or a series of judgments, so often as any such default shall be made, against Guarantors in favor of Lender for the unpaid sums due, together with interest thereof, costs of suit and an attorney's commission of four percent (4%) of the total indebtedness or \$200.00, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. Such authority and power shall not be exhausted by any exercise thereof, and judgment may be confessed as aforesaid from time to time, as often as there is occasion therefor, and for doing so, this Guaranty or a copy verified by affidavit shall be sufficient warrant. Guarantors hereby forever waive stay of execution, the right of inquisition and extension of time for payment, agree to the condemnation of any property levied upon by virtue of any such execution, and waive all exemptions from levy and sale of any property that now or hereafter may be exempted by law.

7. This Guaranty shall bind Guarantors and Guarantors' heirs, executors, administrators and assigns, and the benefits hereof shall inure to Lender, its successors and assigns.

8. This Guaranty shall terminate and be of no further force or effect upon the payment and performance in full of all of the Obligations of Borrower under the Note, Mortgage and UCC-1, provided that this Guaranty shall continue to be effective or be reinstated, as the case may be, if any time payment of any of the Obligations is rescinded or must otherwise be returned by Lender upon the bankruptcy, reorganization or similar proceeding or relief of Borrower under state and federal law, all as though such payment had not been made.

9. If more than one Guarantor shall execute this Guaranty, then this Guaranty shall be the joint and several obligation of such Guarantors, and shall not be revoked or impaired as to one by the death or bankruptcy of any other or by the revocation or release from any obligations hereunder of any Guarantor.

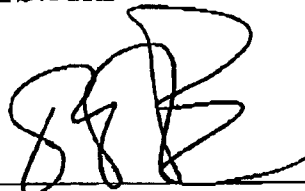
10. This Guaranty is an instrument of suretyship and not merely a guaranty. Should Borrower at any time be in default under any obligation beyond any applicable notice and cure period, if any, Lender may proceed directly and immediately under this Guaranty against the Guarantors, both jointly and severally, to the full extent of the amount of performance with respect to such obligation, without first being required to proceed against Borrower or any other person or entity, or against any other security for Borrower's obligations to Lender. The Guaranty and Surety contained in this Guaranty is absolute and unconditional, primary, direct and immediate, and shall be valid and binding upon Guarantors regardless of any invalidity, defect or unenforceability of or in the Note (the Loan Agreement, if applicable), or the Mortgage, any action or inaction by Lender, or any other circumstance which might otherwise constitute a defense available to, or a discharge or release of, Borrower, or a Guarantor, by operation of law.

11. If any provision of this Guaranty is found by a court of competent jurisdiction to be prohibited or unenforceable, such provision shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision nor the other provisions hereof, all of which shall be construed in favor of Lender in order to effect the provisions of this Guaranty.

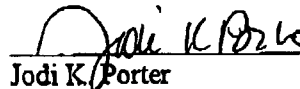
12. This Guaranty shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, this Agreement has been executed this 1 day of ~~May~~ *June*, 2004.

GUARANTORS



Eric J. Porter



Jodi K. Porter

NOTE

\$50,000.00

Ridgway, Pennsylvania

IRP

June 1, 2004

FOR VALUE RECEIVED, TQA Fabrications, Inc. , with a mailing address of Industrial Park Road, PO Box 805, Clearfield, (Clearfield County), Pennsylvania, 16830 (hereinafter called "the Undersigned), promises to pay to the order of NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, a Pennsylvania non-profit corporation with offices at 651 Montmorenci Avenue, Ridgway, 15853, its successors and assigns, in lawful money of the United States of America, the sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), and any additional monies loaned or advanced by any holder hereof as hereinafter provided, as follows:

For a period of FIVE (5) years with interest at the rate of Three and Four and One-Half Percent (4.5%) per annum on the unpaid balance until paid; said principal sum and interest to be paid in monthly installments of \$ 932.15 each commencing on the 1st day of July, 2004 and thereafter on the 1st day of each month until the principal and interest are fully paid. Said monthly payments shall be applied first to interest and the balance of the payment to principal with the privilege of the Undersigned at its option to pay the debt in full or in an amount equal to one or more of the monthly payments on the 1st day of any month prior to maturity; and further provided that all principal and interest shall be paid in full on or before June 1, 2009, the date of maturity; and any balance of principal or interest remaining unpaid on June 1, 2009, shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding four (4%) percent of any such overdue payment as compensation for the additional services resulting from the default; all payments to be made at North Central Pennsylvania Regional Planning and Development Commission, 651 Montmorenci Avenue, Ridgway, PA 15853, or elsewhere as shall be directed by any holder hereof.

This Note shall evidence and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time



or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms hereof, and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

It is understood by the Borrower that failure to create the number of full-time employment opportunities within three years of the loan as specified in the application, shall cause the interest rate to be increased to 2.0% greater than the current prime rate of interest, unless North Central waives the penalty. The penalty will be waived if it is deemed the failure was due to circumstances beyond the control of the enterprise. North Central will use the current maximum prime rate as published in the Wall Street Journal.

In case default be made for the space of thirty (30) days in the payment of any installment of principal and interest, or in the performance by the Undersigned of any of the other obligations of this Note, the entire unpaid balance of the principal debt, additional loans or advances, and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States or elsewhere to appear for the Undersigned, and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note, together with unpaid interest thereon, costs of suit and an attorney's commission for collection of ten percent (10%) of the total indebtedness or \$200.00, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note.

The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of

time for payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that is now or hereafter may be exempted by law.

The obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by one or more persons, the undertakings and liability of each shall be joint and several.

WITNESS the due execution hereof the day and year first above written.

TQA Fabrications, Inc.

President

Secretary

WITNESS:

Patricia Brenner

IN THE COURT OF COMMON PLEAS OF THE 46<sup>TH</sup>  
JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,  
Plaintiff

vs.

TQA FABRICATIONS, INC.  
and ERIC J. PORTER and  
JODI K. PORTER,  
Defendants

: CIVIL ACTION - LAW

: NO. 06-1965-CD

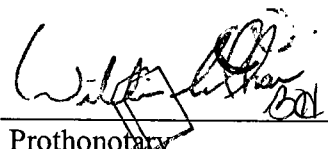
: NOTICE OF ENTRY  
: OF JUDGMENT

: Counsel of Record for Plaintiff:  
: COPPOLO & COPPOLO  
: Thomas G.G. Coppolo, Esquire  
: ID No. 59179  
: 19 N. St. Marys St., PO Box 186  
: St. Marys, PA 15857  
: (814) 834-2848

NOTICE

**TO: TQA FABRICATIONS, INC., Defendant**  
**Industrial Park Road**  
**PO Box 805**  
**Clearfield, PA 16830**

Pursuant to Pa.R.C.P. No. 236, you are hereby notified that judgment by confession has been entered against you in the above captioned matter.

  
Prothonotary

11/27/06

If you have any questions concerning this notice, please call the Attorney for the Plaintiff as listed above.

IN THE COURT OF COMMON PLEAS OF THE 46<sup>TH</sup>  
JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,  
Plaintiff

vs.

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and ERIC J. PORTER and  
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: CIVIL ACTION - LAW

: NO. 06-1965-CD

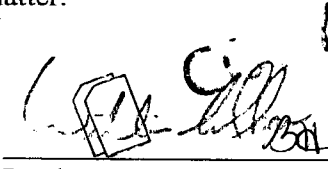
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: Counsel of Record for Plaintiff:  
: COPPOLO & COPPOLO  
: Thomas G.G. Coppolo, Esquire  
: ID No. 59179  
: 19 N. St. Marys St., PO Box 186  
: St. Marys, PA 15857  
: (814) 834-2848

NOTICE

**TO: JODI K. PORTER, Defendant**  
**705 Good Street**  
**Houtzdale, PA 16651**

Pursuant to Pa.R.C.P. No. 236, you are hereby notified that judgment by confession has been entered against you in the above captioned matter.

  
Prothonotary

If you have any questions concerning this notice, please call the Attorney for the Plaintiff as listed above.

IN THE COURT OF COMMON PLEAS OF THE 46<sup>TH</sup>  
JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,  
Plaintiff

vs.

TQA FABRICATIONS, INC.  
and ERIC J. PORTER and  
JODI K. PORTER,  
Defendants

CIVIL ACTION - LAW

NO. 06-1965-CD

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OF JUDGMENT

Counsel of Record for Plaintiff:  
COPPOLO & COPPOLO  
Thomas G.G. Coppolo, Esquire  
ID No. 59179  
19 N. St. Marys St., PO Box 186  
St. Marys, PA 15857  
(814) 834-2848

NOTICE

**TO: ERIC J. PORTER, Defendant**  
**705 Good Street**  
**Houtzdale, PA 16651**

Pursuant to Pa.R.C.P. No. 236, you are hereby notified that judgment by confession has been entered against you in the above captioned matter.



Prothonotary

11/27/06

If you have any questions concerning this notice, please call the Attorney for the Plaintiff as listed above.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

North Central Pennsylvania Regional Planning  
and Development Commission  
Plaintiff(s)

No.: 2006-01965-CD

Real Debt: \$52,005.72

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

TQA Fabrications, Inc.  
Eric J. Porter  
Jodi K. Porter  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: November 27, 2006

Expires: November 27, 2011

Certified from the record this 27th day of November, 2006.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF THE 46<sup>TH</sup>  
JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY

NORTH CENTRAL PENNSYLVANIA  
REGIONAL PLANNING AND  
DEVELOPMENT COMMISSION,  
Plaintiff

vs.

TQA FABRICATIONS, INC.  
and ERIC J. PORTER and  
JODI K. PORTER,  
Defendants

CIVIL ACTION - LAW

NO. 06-1965-CD

CONFESSION OF JUDGMENT

Counsel of Record for Plaintiff:  
COPPOLO & COPPOLO  
Thomas G.G. Coppolo, Esquire  
ID No. 59179  
19 N. St. Marys St., PO Box 186  
St. Marys, PA 15857  
(814) 834-2848

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment in favor of the Plaintiff and against the Defendant as follows,

PRINCIPAL	\$47,004.60
ADDITIONAL ACCRUED INTEREST	\$ 2,826.15
LATE FEES	\$ 174.75
ATTORNEY'S COMMISSION..	\$ <u>2,000.22</u>
<b>TOTAL DUE.....</b>	<b><u>\$52,005.72</u></b>

Together with interest from January 25, 2006.

**FILED** *cc Atty Coppolo*  
*cc Defs.*  
NOV 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

COPPOLO & COPPOLO,

By:- 

Attorney for Plaintiff