



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT  
J. SHOWERS and TRACY L.  
SHOWERS,

Defendants.

CIVIL DIVISION

No. 08-110-CD

COMPLAINT IN  
CONFESSION OF JUDGMENT

Filed on Behalf of:  
FIRST COMMONWEALTH BANK,  
Plaintiff

Counsel for Plaintiff:

Thomas E. Reiber, Esquire  
Pa I.D. #41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

**FILED** *Atty. pd.*  
*m/12:5267* *20.00*  
**JAN 23 2008** *1000 Notice*  
*to Defs.*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*Statement to*  
*Atty*

**ACT 105 OF 2000 NOTICE**

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT.

PURSUANT TO 42 PA. C.S.A. §2737.1, IF YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT, YOU MAY BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN RULE 2959 WHICH IS AS FOLLOWS:

**I. Pennsylvania Rule of Civil Procedure 2959 – Striking Off Judgment.**

(a) (1) Relief From a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

(i) in support of a further request for a stay of execution where the court has stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Pennsylvania Rule of Civil Procedure 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440 (see text of Rule 440 reprinted below).

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment is pending.

#### Rule 440. Service of Legal Papers other than Original Process

(a) (1) Copies of all legal papers other than original process filed in an action or served upon any party to an action shall be served upon every other party to the action. Service shall be made

(i) by handing or mailing a copy to or leaving a copy for each party at the address of the party's attorney of record endorsed on an appearance or prior pleading of the party, or at such other address as a party may agree, or

Note: Such other address as a party may agree might include a mailbox in the prothonotary's office or an e-mail address. For electronic service by means other than facsimile transmission, see Rule 205.4(g).

(ii) by transmitting a copy by facsimile to the party's attorney of record as provided by subdivision (d).

(2) (i) If there is no attorney of record, service shall be made by handing a copy to the party or by mailing a copy to or leaving a copy for the party at the address endorsed on an appearance or prior pleading or the residence or place of business of the party, or by transmitting a copy by facsimile as provided by subdivision (d).

(ii) If such service cannot be made, service shall be made by leaving a copy at or mailing a copy to the last known address of the party to be served.

Note: This rule applies to the service upon a party of all legal papers other than original process and includes, but is not limited to, all other pleadings as well as motions, petitions, answers thereto, rules, notices, interrogatories and answers thereto. Original process is served under Rule 400 et seq.

(b) Service by mail of legal papers other than original process is complete upon mailing.

(c) If service of legal papers other than original process is to be made by the sheriff, he shall notify by ordinary mail the party requesting service to be made that service has or has not been made upon a named party or person.

### NOTICE

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
BOB SHOWERS WINDOWS &	)	
SUNROOMS, INC., and ROBERT J.	)	
SHOWERS and TRACY L. SHOWERS,	)	
	)	
Defendants.	)	

**COMPLAINT IN CONFESSION OF JUDGMENT**

Plaintiff, First Commonwealth Bank, by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. Plaintiff, First Commonwealth Bank (the "**Bank**"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendants, Robert J. Showers and Tracy L. Showers (jointly "**Showers**"), are adult individuals whose last known address is 2592 Six Mile Road, Philipsburg, PA 16866.
3. Defendant, Bob Showers Windows & Sunrooms, Inc. ("**Corporation**", which with Showers is collectively hereinafter referred to as the "**Borrowers**"), is a Pennsylvania corporation with a last known address of 901 N. Front Street, Philipsburg, PA 16866.

**COUNT I**

4. On or about July 26, 2004, Borrowers executed and delivered to the Plaintiff a Promissory Note in the original principal amount of \$400,000.00 ("**Note-1**"). A true and correct copy of Note-1 is attached hereto, incorporated herein, and labeled as Exhibit "A".

5. Note-1 contains a warrant of attorney whereby Borrowers authorized the Bank to act as their lawful agent and attorney-in-fact for the purpose of entering judgment against Borrowers and in favor of Bank, without notice or demand.

6. Borrowers are in default under Note-1 for failure to make payment when due.

7. Judgment has not been entered on Note-1 in any jurisdiction.

8. Note-1 has not been assigned.

**9. JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A  
NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**

10. As of January 4, 2008, the amount due from Borrowers to Plaintiff pursuant to Note-1 is Two Hundred Thirty Thousand Four Hundred Twenty Two and 13/100 Dollars (\$230,422.13), plus costs of suit and interest, computed as follows:

Principal Debt .....	\$206,093.97
Accrued Interest Through January 4, 2008 .....	3,221.33
(accruing daily in the amount of \$45.91314)	
Late Charges: .....	497.44
Attorney's fees of 10% .....	<u>20,609.39</u>
Total: .....	\$230,422.13

Plus interest accruing after January 4, 2008 at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendants, Bob Showers Windows & Sunrooms, Inc., Robert J. Showers and Tracy L. Showers, on Note-1 in the amount of Two Hundred Thirty Thousand Four Hundred Twenty Two and 13/100 Dollars (\$230,422.13), plus interest thereon at the contract rate after January 4, 2008, plus costs and expenses of suit and such other relief as this court deems appropriate.

**COUNT II**

11. On or about July 26, 2004, Borrowers executed and delivered to the Plaintiff a Promissory Note in the original principal amount of \$400,000.00 ("**Note-2**"). A true and correct copy of Note-2 is attached hereto, incorporated herein, and labeled as Exhibit "B".

12. Note-2 contains a warrant of attorney whereby Borrowers authorized the Bank to act as their lawful agent and attorney-in-fact for the purpose of entering judgment against Borrowers and in favor of Bank, without notice or demand.

13. Borrowers are in default under Note-2 for failure to make payment when due.

14. Judgment has not been entered on Note-2 in any jurisdiction.

15. Note-2 has not been assigned.

**16. JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A  
NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**

17. As of January 4, 2008, the amount due from Borrowers to Plaintiff pursuant to Note-2 is Four Hundred Seven Thousand One Hundred Seventy Five and 46/100 Dollars (\$407,175.46), plus costs of suit and interest, computed as follows:

Principal Debt .....	\$363,681.37
Accrued Interest Through January 4, 2008 .....	5,401.10
(accruing daily in the amount of \$73.241354)	
Late Charges: .....	1,724.86
Attorney's fees of 10% .....	36,368.13
Total: .....	<u>\$407,175.46</u>

Plus interest accruing after January 4, 2008 at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendants, Bob Showers Windows & Sunrooms, Inc., Robert J. Showers and Tracy L. Showers, on Note-2 in the amount of Four Hundred Seven Thousand One Hundred Seventy Five



and 46/100 Dollars (\$407,175.46), plus interest thereon at the contract rate after January 4, 2008, plus costs and expenses of suit and such other relief as this court deems appropriate.

**COUNT III**

18. On or about October 4, 2005, Borrowers executed and delivered to the Plaintiff a Promissory Note in the original principal amount of \$100,000.00 ("**Note-3**"). A true and correct copy of Note-3 is attached hereto, incorporated herein, and labeled as Exhibit "C".

19. Note-3 contains a warrant of attorney whereby Borrowers authorized the Bank to act as their lawful agent and attorney-in-fact for the purpose of entering judgment against Borrowers and in favor of Bank, without notice or demand.

20. Borrowers are in default under Note-3 for failure to make payment when due.

21. Judgment has not been entered on Note-3 in any jurisdiction.

22. Note-3 has not been assigned.

**23. JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A  
NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**

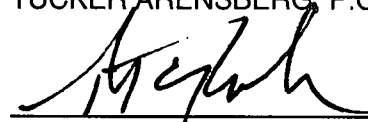
24. As of January 4, 2008, the amount due from Borrowers to Plaintiff pursuant to Note-3 is Eighty Five Thousand Nine Hundred Seventy Two and 14/100 Dollars (\$85,972.14), plus costs of suit and interest, computed as follows:

Principal Debt .....	\$77,068.06
Accrued Interest Through January 4, 2008 .....	987.31
(accruing daily in the amount of \$15.413612)	
Late Charges: .....	209.97
Attorney's fees of 10% .....	<u>7,706.80</u>
Total:.....	\$85,972.14

Plus interest accruing after January 4, 2008 at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendants, Bob Showers Windows & Sunrooms, Inc., Robert J. Showers and Tracy L. Showers, on Note-2 in the amount of Eighty Five Thousand Nine Hundred Seventy Two and 14/100 Dollars (\$85,972.14), plus interest thereon at the contract rate after January 4, 2008, plus costs and expenses of suit and such other relief as this court deems appropriate. Plaintiff further demands that judgment be entered in its favor and against Defendants Bob Showers Windows & Sunrooms, Inc., Robert J. Showers and Tracy L. Showers, on Counts I, II and III in the total amount of Seven Hundred Twenty Three Thousand Five Hundred Sixty Nine and 73/100 Dollars (\$723,569.73), plus interest thereon at the contract rate after January 4, 2008, plus costs and expenses of suit and such other relief as this court deems appropriate.

Respectfully submitted,  
TUCKER ARENSBERG, P.C.



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Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Counsel for First Commonwealth Bank,  
Plaintiff

Date: January \_\_\_\_, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
BOB SHOWERS WINDOWS &	)	
SUNROOMS, INC., and ROBERT J.	)	
SHOWERS and TRACY L. SHOWERS,	)	
	)	
Defendants.	)	

**CONFESSION OF JUDGMENT**

Pursuant to the authority contained in the Warrants of Attorney within the Note, a copy of which is attached to the Complaint as Exhibits "A", "B" and "C", I hereby appear for the Defendants and confess judgment in favor of the Plaintiff and against Defendant as follows:

**COUNT I**

Principal Debt .....	\$206,093.97
Accrued Interest Through January 4, 2008 .....	3,221.33
(accruing daily in the amount of \$45.91314)	
Late Charges: .....	497.44
Attorney's fees of 10% .....	<u>20,609.39</u>
Total: .....	\$230,422.13

Plus interest accruing after January 4, 2008 at the contract rate and costs and expenses of suit.

**COUNT II**

Principal Debt .....	\$363,681.37
Accrued Interest Through January 4, 2008 .....	5,401.10
(accruing daily in the amount of \$73.241354)	
Late Charges: .....	1,724.86
Attorney's fees of 10% .....	<u>36,368.13</u>
Total: .....	\$407,175.46

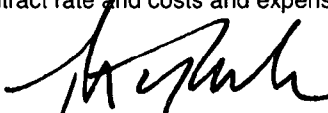
Plus interest accruing after January 4, 2008 at the contract rate and costs and expenses of suit.

**COUNT III**

Principal Debt .....	\$77,068.06
Accrued Interest Through January 4, 2008 .....	987.31
(accruing daily in the amount of \$15.413612)	
Late Charges: .....	209.97
Attorney's fees of 10% .....	<u>7,706.80</u>
Total: .....	\$85,972.14

**TOTAL OF ALL COUNTS..... \$723,569.73**

Plus interest accruing after January 4, 2008 at the contract rate and costs and expenses of suit.

  
\_\_\_\_\_  
Attorney for Defendant  
pro hac vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,

Defendants.

CIVIL DIVISION

No. \_\_\_\_\_

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of Plaintiff is:

First Commonwealth Bank  
654 Philadelphia Street  
P.O. Box 400  
Indiana, Pennsylvania 15701-0400

and the last known address of the Defendants is:

Robert J. Showers and Tracy L. Showers  
2592 Six Mile Road  
Philipsburg, PA 16866

Bob Showers Windows & Sunrooms, Inc.  
901 N. Front Street  
Philipsburg, PA 16866

TUCKER ARENSBERG, P.C.

By:



Thomas E. Reiber, Esquire

Pa. I.D. No. 41825

Michael J. Stauber, Esquire

Pa. I.D. No. 201022

Attorney for First Commonwealth Bank,  
Plaintiff

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	07-26-2004	07-26-2009	89001		9251754050	DK1	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J. Showers (SSN: 164-62-6564); and Tracy L. Showers (SSN: 187-58-8884)  
901 N. Front St.  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Principal Amount:** \$400,000.00

**Initial Rate:** 4.970%

**Date of Note:** July 26, 2004

**PROMISE TO PAY.** Bob Showers Windows & Sunrooms, Inc.; Robert J. Showers; and Tracy L. Showers ("Borrower") jointly and severally promise to pay to FIRST COMMONWEALTH BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Thousand & 00/100 Dollars (\$400,000.00), together with interest on the unpaid principal balance from July 26, 2004, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 60 payments of \$7,556.66 each payment. Borrower's first payment is due August 26, 2004, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on July 26, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the 1 Year Interest Rate SWAP as quoted in the Federal Reserve Statistical Release H.15 on the last business day of the week preceding the "rate change event" week (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year (the "rate change event"). Borrower understands that Lender may make loans based on other rates as well. The initial rate is based on the Index as of July 26, 2004 which was 2.370% per annum. Initially, the interest rate to be applied to the unpaid principal balance of the Note is 4.970%. After the first rate change event, the interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 2.600 percentage points over the Index. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT PENALTY.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: In the event of the payment in full of this promissory note prior to twelve (12) months to the maturity date with funds obtained from another financial institution, the Borrower promises to pay a penalty equal to one percent (1%) of the outstanding principal balance at the time of prepayment. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST COMMONWEALTH BANK, Eastern Corporate Banking Office, Route 220 N. & N. Juniata Street, Hollidaysburg, PA 16648.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 7.600 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**EXPENSES.** If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to

EXHIBIT

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all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or set off all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by first lien mortgage dated July 26, 2004, from Borrower to Lender on real estate in Decatur Township, Clearfield County, Commonwealth of Pennsylvania, and a first lien security interest in all business assets, and a first lien security interest in 18 various automobiles, the terms and conditions of which are made a part of this Note.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

**LATE CHARGE.** A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.


**PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.**

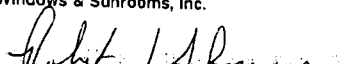
**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**


**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

**BOB SHOWERS WINDOWS & SUNROOMS, INC.**

By:  (Seal)  
Robert J. Showers, President of Bob Showers  
Windows & Sunrooms, Inc.

x  (Seal)  
Robert J. Showers, Individually

x  (Seal)  
Tracy L. Showers, Individually

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$400,000.00	07-26-2004	07-26-2009	89001		9164626564	DK1	<i>RS</i>

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J. Showers (SSN: 164-62-6564); and Tracy L. Showers (SSN: 187-58-8884)  
901 N. Front St.  
Phillipsburg, PA 16866.

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Affiant:** Robert J. Showers (SSN: 164-62-6564)  
RD 3 Box 224  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 26th DAY OF July, 2004, A PROMISSORY NOTE FOR \$400,000.00 OBLIGATING TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: RS

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

INITIALS: RS

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.  
RS
2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

x Robert J. Showers (Seal)  
Robert J. Showers

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$400,000.00	Loan Date 07-26-2004	Maturity 07-26-2009	Loan No 89001	Call / Coll	Account 9187598884	Officer DK1	Initials K
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Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J. Showers (SSN: 164-62-6564); and Tracy L. Showers (SSN: 187-58-8884)  
901 N. Front St.  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Affiant:** Tracy L. Showers (SSN: 187-58-8884)  
RD 3 Box 224  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 6th DAY OF July, 2004, A PROMISSORY NOTE FOR \$400,000.00 OBLIGATION TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: TL

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

INITIALS: TL

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INITIALS

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2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

x Tracy L. Showers (Seal)  
Tracy L. Showers



# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	07-26-2004	07-26-2009	89001		9251754050	DK1	

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**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J. Showers (SSN: 164-62-6564); and Tracy L. Showers (SSN: 187-58-8884)  
901 N. Front St.  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Holidaysburg, PA 16648  
(800) 711-2265

**Affiant:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050)  
901 N. Front St.  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 26th DAY OF July, 2004, A PROMISSORY NOTE FOR \$400,000.00 OBLIGATING TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: RS

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2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

BOB SHOWERS WINDOWS & SUNROOMS, INC.

By: Robert J. Showers (Seal)  
Robert J. Showers, President of Bob Showers  
Windows & Sunrooms, Inc.

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	07-26-2004		89002		9251754050	DK1	

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**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J. Showers (SSN: 164-62-6564); and Tracy L. Showers (SSN: 187-58-8884)  
901 N. Front St.  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Principal Amount:** \$400,000.00

**Initial Rate:** 4.019%

**Date of Note:** July 26, 2004

**PROMISE TO PAY.** Bob Showers Windows & Sunrooms, Inc.; Robert J. Showers; and Tracy L. Showers ("Borrower") jointly and severally promise to pay to FIRST COMMONWEALTH BANK ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of Four Hundred Thousand & 00/100 Dollars (\$400,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan immediately upon Lender's demand. Payment in full is due immediately upon Lender's demand. Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 26, 2004, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the one month London Interbank Offered Rates (LIBOR) as quoted in the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each first business day of the month following a change in the one month LIBOR as quoted in the Wall Street Journal. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 1.369% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 2.650 percentage points over the Index, resulting in an initial rate of 4.019% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST COMMONWEALTH BANK, Eastern Corporate Banking Office, Route 220 N. & N. Juniata Street, Hollidaysburg, PA 16648.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 7.650 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon Lender's demand, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**EXPENSES.** If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower

EXHIBIT

tabbles

authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by first lien mortgage dated July 26, 2004, from Borrower to Lender on real estate in Decatur Township, Clearfield County, Commonwealth of Pennsylvania, and a first lien security interest in all business assets, and a first lien security interest in 18 various automobiles, the terms and conditions of which are made a part of this note.

**LINE OF CREDIT.** This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

**LATE CHARGE.** A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

**OTHER PROVISIONS.** Lender will have no obligation to advance funds under this note if in Lender's sole judgement, further advance does not seem advisable.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

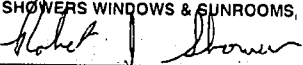
**PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.**


**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**


**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

**BOB SHOWERS WINDOWS & SUNROOMS, INC.**

By:  (Seal)  
Robert J. Showers, President of Bob Showers  
Windows & Sunrooms, Inc.

x  (Seal)  
Robert J. Showers, Individually

x  (Seal)  
Tracy L. Showers, Individually

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	07-26-2004		89002		9251754050	DK1	R

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J. Showers (SSN: 164-62-6564); and Tracy L. Showers (SSN: 187-58-8884)  
901 N. Front St.  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Affiant:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050)  
901 N. Front St.  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 24th DAY OF July, 2004, A PROMISSORY NOTE FOR \$400,000.00 OBLIGATING TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: RJS

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

INITIALS: RJS

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

BOB SHOWERS WINDOWS & SUNROOMS, INC.

By: Robert J. Showers (Seal)  
Robert J. Showers, President of Bob Showers  
Windows & Sunrooms, Inc.

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	07-26-2004		89002		9187588884	DK1	

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Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J. Showers (SSN: 164-62-6564); and Tracy L. Showers (SSN: 187-58-8884)  
901 N. Front St.  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Affiant:** Tracy L. Showers (SSN: 187-58-8884)  
RD 3 Box 224  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 26th DAY OF July, 2004, A PROMISSORY NOTE FOR \$400,000.00 OBLIGATING TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION. AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: TL

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

INITIALS: TL

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1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

x Tracy L. Showers (Seal)  
Tracy L. Showers

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	07-26-2004		89002		9164626564	DK1	<i>[Signature]</i>

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Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J. Showers (SSN: 164-62-6564); and Tracy L. Showers (SSN: 187-58-8884)  
901 N. Front St.  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Junlata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Affiant:** Robert J. Showers (SSN: 164-62-6564)  
RD 3 Box 224  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 26th DAY OF July, 2004, A PROMISSORY NOTE FOR \$400,000.00 OBLIGATING I TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: RS

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INITIALS: RS

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INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.

RS

2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

X *Robert J. Showers* (Seal)  
Robert J. Showers

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$100,000.00	10-04-2005		69003		9251754050	DK1	B
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.							

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J Showers (SSN: 164-62-6564); and Tracy L Showers (SSN: 187-58-8884)  
118 Enterprise Drive  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Principal Amount:** \$100,000.00

**Initial Rate:** 6.300%

**Date of Note:** October 4, 2005

**PROMISE TO PAY.** Bob Showers Windows & Sunrooms, Inc.; Robert J Showers; and Tracy L Showers ("Borrower") jointly and severally promise to pay to FIRST COMMONWEALTH BANK ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in full immediately upon Lender's demand. Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 4, 2005, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the one month London Interbank Offered Rates (LIBOR) as quoted in the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each first business day of the month following a change in the one month LIBOR as quoted in the Wall Street Journal. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.700% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 2.600 percentage points over the Index, resulting in an Initial rate of 6.300% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST COMMONWEALTH BANK, Eastern Corporate Banking Office, Route 220 N. & N. Juniata Street, Hollidaysburg, PA 16648.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 7.600 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon Lender's demand, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**EXPENSES.** If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower

EXHIBIT

authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by An Open-End Mortgage dated October 4, 2005, to Lender on real property described as "Real Property located at 215 Warwick Street, Philipsburg, PA 16866" and located in Centre County, Commonwealth of Pennsylvania and an Open-End Mortgage dated October 4, 2005, to Lender on real property described as "Real Property located at 631 Powell Street, Hawk Run, PA 16840" and located in Clearfield County, Commonwealth of Pennsylvania and a Security Interest in all business assets, to include but not limited to: machinery, equipment, accounts receivable, contracts and contract rights, general intangibles, inventory; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds).

**LINE OF CREDIT.** This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following persons currently are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of their authority: **Robert J Showers, CEO of Bob Showers Windows & Sunrooms, Inc., and Connie Ireland, Financial Officer.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

**LATE CHARGE.** A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

**OTHER PROVISIONS.** Lender will have no obligation to advance funds under this note if in Lender's sole judgement, further advance does not seem advisable.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

**PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.**


**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

**BOB SHOWERS WINDOWS & SUNROOMS, INC.**

By

 (Seal)  
Robert J Showers, CEO of Bob Showers Windows  
& Sunrooms, Inc.

x

 (Seal)  
Robert J Showers, Individually

x

 (Seal)  
Tracy L Showers, Individually



# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$100,000.00	10-04-2005		89003			DK1	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J Showers (SSN: 164-62-6564); and Tracy L Showers (SSN: 187-58-8884)  
118 Enterprise Drive  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Declarant:** Robert J Showers (SSN: 164-62-6564)  
2592 Six Mile Road  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 4 DAY OF October, 2005, A PROMISSORY NOTE FOR \$100,000.00 OBLIGATION TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: RJS

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

INITIALS: RJS

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, BY INITIALING EACH STATEMENT THAT APPLIES, I REPRESENT THAT:

INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

DECLARANT:

x Robert J Showers (Seal)  
Robert J Showers

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$100,000.00	10-04-2005		89003			DK1	<i>TS</i>

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J Showers (SSN: 164-62-8564); and Tracy L Showers (SSN: 187-58-8884)  
118 Enterprise Drive  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Declarant:** Tracy L Showers (SSN: 187-58-8884)  
2592 Six Mile Road  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 4 DAY OF October, 2005, A PROMISSORY NOTE FOR \$100,000.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: TS

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

INITIALS: TS

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, BY INITIALING EACH STATEMENT THAT APPLIES, I REPRESENT THAT:

INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
- TS 2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

DECLARANT:

x Tracy L Showers (Seal)  
Tracy L Showers

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$100,000.00	Loan Date 10-04-2005	Maturity	Loan No 89003	Call / Coll	Account 9251754050	Officer DK1	Initials R
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050); Robert J Showers (SSN: 164-62-6564); and Tracy L Showers (SSN: 187-58-8884)  
118 Enterprise Drive  
Phillipsburg, PA 16866

**Lender:** FIRST COMMONWEALTH BANK  
Eastern Corporate Banking Office  
Route 220 N. & N. Juniata Street  
Hollidaysburg, PA 16648  
(800) 711-2265

**Declarant:** Bob Showers Windows & Sunrooms, Inc. (TIN: 25-1754050)  
118 Enterprise Drive  
Phillipsburg, PA 16866

## DISCLOSURE FOR CONFESSION OF JUDGMENT

THE UNDERSIGNED IS EXECUTING ON BEHALF OF DECLARANT, THIS 4 DAY OF October, 2005  
PROMISSORY NOTE FOR \$100,000.00 OBLIGATING DECLARANT TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF DECLARANT'S RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST DECLARANT UNDER THE NOTE, DECLARANT IS KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND DECLARANT EXPRESSLY AGREES AND CONSENTS TO LENDER ENTERING JUDGMENT AGAINST DECLARANT BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.  
INITIALS: RS

B. THE UNDERSIGNED FURTHER UNDERSTANDS THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST DECLARANT WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING DECLARANT'S PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF DECLARANT'S RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, THE UNDERSIGNED, ON BEHALF OF THE DECLARANT, IS KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND THE UNDERSIGNED EXPRESSLY AGREES AND CONSENTS TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING DECLARANT ANY ADVANCE NOTICE.  
INITIALS: RS

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, BY INITIALING EACH STATEMENT THAT APPLIES, THE UNDERSIGNED REPRESENTS THAT:

INITIALS

1. DECLARANT WAS REPRESENTED BY DECLARANT'S OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THIS NOTE.  
RS
2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO DECLARANT'S ATTENTION.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

DECLARANT:

BOB SHOWERS WINDOWS & SUNROOMS, INC.

By Robert J Showers (Seal)  
Robert J Showers, CEO of Bob Showers Windows & Sunrooms, Inc.

**VERIFICATION**

I, Bruce Chilcote, Special Assets Officer of First Commonwealth Bank, hereby certify that the averments of fact contained in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that I am authorized to make this declaration on behalf of the Plaintiff, and that it is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.



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Bruce Chilcote  
Special Assets Officer  
First Commonwealth Bank

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

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. \_\_\_\_\_

vs.

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,

Defendants.

**AFFIDAVIT**

I hereby certify that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that the Exhibits attached to the Complaint in Confession of Judgment are true and correct copies of the originals; that the Defendant is in default under the Note; that the underlying transaction giving rise to this action is commercial in nature and is not a consumer credit transaction against a natural person; and that I am authorized to make this Affidavit.



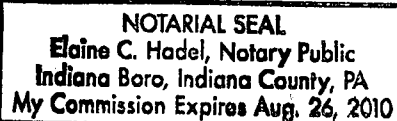
Bruce Chilcote  
Special Assets Officer  
First Commonwealth Bank

Sworn to and subscribed before me  
this 10<sup>th</sup> day of January, 2008.



Notary Public

My commission expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,

Defendants.

CIVIL DIVISION

No. 08-110-CD

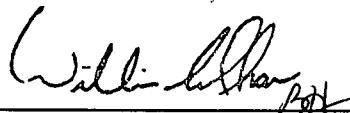
**NOTICE OF ENTRY OF JUDGMENT**

To: Bob Showers Window & Sunrooms, Inc.  
901 N. Front Street  
Philipsburg, PA 16866

You are hereby notified that a judgment was entered against you by confession in the  
above captioned proceeding on January 23, 2008.

The amount of the judgment is **\$723,569.73**, plus interest accruing at the contract rate  
and costs and expenses of suit.

A copy of the complaint is enclosed.



\_\_\_\_\_  
Prothonotary, Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,

Defendants.

CIVIL DIVISION

No. 08-110-CD


**NOTICE OF ENTRY OF JUDGMENT**

To: Robert J. Showers  
2592 Six Mile Road  
Philipsburg, PA 16866

You are hereby notified that a judgment was entered against you by confession in the  
above captioned proceeding on January 23, 2008.

The amount of the judgment is **\$723,569.73**, plus interest accruing at the contract rate  
and costs and expenses of suit.

A copy of the complaint is enclosed.



\_\_\_\_\_  
Prothonotary, Clearfield County

COPY

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,

Defendants.

CIVIL DIVISION

No. 08-110-CD

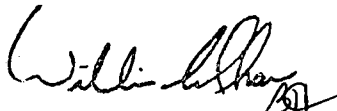
**NOTICE OF ENTRY OF JUDGMENT**

To: Tracy L. Showers  
2592 Six Mile Road  
Philipsburg, PA 16866

You are hereby notified that a judgment was entered against you by confession in the  
above captioned proceeding on January 23, 2008.

The amount of the judgment is **\$723,569.73**, plus interest accruing at the contract rate  
and costs and expenses of suit.

A copy of the complaint is enclosed.



\_\_\_\_\_  
Prothonotary, Clearfield County



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

COPY

First Commonwealth Bank  
Plaintiff(s)

No.: 2008-00110-CD

Real Debt: \$723,569.73

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bob Showers Windows & Sunrooms, Inc.  
Robert J. Showers  
Tracy L. Showers  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: January 23, 2008

Expires: January 23, 2013

Certified from the record this 23rd day of January, 2008.



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 CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

FIRST COMMONWEALTH BANK,  
Plaintiff

vs.

Case No. 08-110-CD

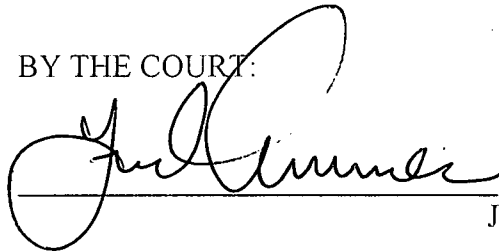
BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,  
Defendants

RULE TO SHOW CAUSE

AND NOW, to wit, this 19 day of Feb, 2008, upon consideration of the within Motion to Open Judgment, a Rule is hereby granted upon the Plaintiff, First Commonwealth Bank, to show cause why said Motion should not be granted.

Rule returnable for Hearing the 10<sup>th</sup> day of April, 2008, at 1:30 o'clock, in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
J.

FILED  
01:30:03 PM  
FEB 20 2008

William A. Shaw  
Prothonotary/Clerk of Courts

ICC  
Atty Rayman  
GK

DATE 2/20/08

X You are responsible for serving all appropriate parties.

\_\_\_\_ The Probationary's office has provided service to the following parties:

\_\_\_\_ Plaintiff(s)    \_\_\_\_ Plaintiff(s) Attorney    \_\_\_\_ Other

\_\_\_\_ Defendant(s)    \_\_\_\_ Defendant(s) Attorney

\_\_\_\_ Special Instructions:

**FILED**

FEB 20 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION - LAW

FIRST COMMONWEALTH BANK,  
Plaintiff

vs.

Case No. 08-110-CD

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,  
Defendants

MOTION TO OPEN JUDGMENT

AND NOW come the Defendants and state as follows:

1. This is an action based on a corporate debt which was guaranteed by individual defendants.
2. According to the terms of the Promissory Note, Plaintiff was to provide notice to Defendants of the default and Plaintiffs' intention to accelerate the unpaid balance of the Note.
3. Defendants received no notice of default and/or intent to accelerate the loan.
4. Defendants first became aware of the default and demand for payment of the unpaid balance by means of service of the confession of judgment documents.
5. Defendants have made regular payments throughout the term of the loans and have not been credited with all payments made.
6. Defendants believe, and therefore aver, that the total is less than the amount contained in the confession of judgment.

FILED  
FEB 15 2008

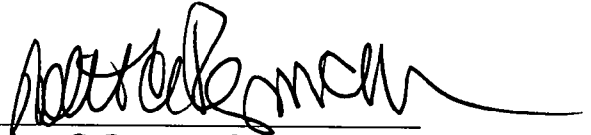
William A. Shaw  
Prothonotary/Clerk of Courts

ice  
Amy Rayman

(62)

WHEREFORE, Defendants request that the judgment be opened and that the Defendants  
be entitled to file a defense.

Respectfully submitted,

By: 

Robert C. Rayman, Esquire  
Attorney for Defendants  
Attorney I.D. #30339  
1315 West College Ave., Suite 300  
State College, PA 16801  
814-234-5227

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION - LAW

FIRST COMMONWEALTH BANK,  
Plaintiff

vs.

Case No. 08-110-CD

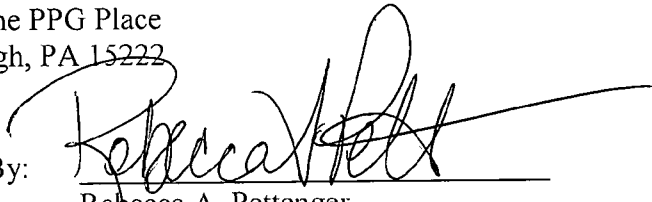
BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,  
Defendants

PROOF OF SERVICE

I, Rebecca A. Pettenger, being duly sworn according to law, depose and say that I have served a true and correct copy of the Motion to Open Judgment in the above-captioned matter upon the following by depositing same in the U. S. mail on February 14, 2008, in State College, Pennsylvania, postage prepaid, addressed to:

Thomas E. Reiber, Esquire  
Tucker Arensberg, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222

By:

  
Rebecca A. Pettenger

**FILED**

FEB 22 2008  
m/11:50/c  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, 1 CENT TO HZC  
PENNSYLVANIA

CIVIL ACTION - LAW

FIRST COMMONWEALTH BANK,  
Plaintiff

vs.

Case No. 08-110-CD

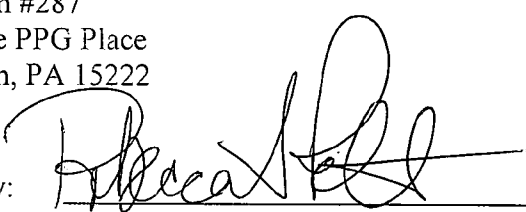
BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,  
Defendants

PROOF OF SERVICE

I, Rebecca A. Pettenger, being duly sworn according to law, depose and say that I have served a true and correct copy of the Rule to Show Cause in the above-captioned matter upon the following by depositing same in the U. S. mail on February 21, 2008, in State College, Pennsylvania, postage prepaid, addressed to:

Thomas E. Reiber, Esquire  
Tucker Arensberg, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222

By:

  
Rebecca A. Pettenger

UA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION - LAW

FIRST COMMONWEALTH BANK,  
Plaintiff

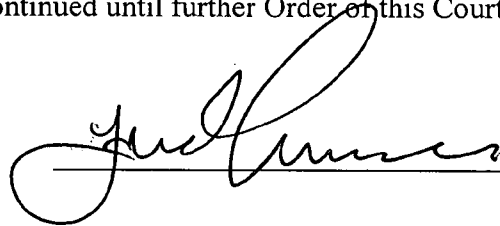
vs.

Case No. 08-110-CD

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,  
Defendants

ORDER

AND NOW this 8<sup>th</sup> day of April, 2008, upon Motion of Defendants, and  
on consideration of the Bankruptcy stay entered on behalf of Defendants, the argument  
scheduled for April 10, 2008, in this matter is continued until further Order of this Court.

  
J.

FILED

03:00 p.m. GK

APR 09 2008

William A. Shaw  
Prothonotary/Clerk of Courts

1 CC ATTY  
RAYMAN

(GK)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION - LAW

FIRST COMMONWEALTH BANK,  
Plaintiff

vs.

Case No. 08-110-CD

BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,  
Defendants

MOTION FOR CONTINUANCE

AND NOW come the Defendants, Robert J. Showers and Tracy L. Showers, and state as follows:

1. A Complaint in Confession of Judgment was filed on January 23, 2008, by Plaintiff, First Commonwealth Bank.
2. Defendants timely filed a Motion to Open Judgment and a hearing on said motion was scheduled for April 10, 2008.
3. Defendants filed a Voluntary Petition in Bankruptcy on March 27, 2008, Case No. 1-08-01052, and an automatic stay has been entered by the Bankruptcy Court.
4. Defendants request that the hearing scheduled for April 10, 2008, be continued to a later date as the automatic stay has stopped all current proceedings.

FILED

APR 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

OK

5. Upon the outcome of the Bankruptcy case, counsel for Defendants will file a Praecipe for Argument at that time.

WHEREFORE, Defendants request that the argument on their motion be continued.

Respectfully submitted,

Dated: April 4, 2008

By:

A handwritten signature in black ink, appearing to read "Robert C. Rayman", written over a horizontal line.

Robert C. Rayman, Esquire  
Attorney for Defendants  
Attorney I.D. #30339  
1315 West College Ave., Suite 300  
State College, PA 16801

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

**CIVIL ACTION - LAW**

**FIRST COMMONWEALTH BANK,**  
**Plaintiff**

**vs.**

**Case No. 08-110-CD**

**BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,**  
**Defendants**

**PROOF OF SERVICE**

I, Rebecca A. Pettenger, being duly sworn according to law, depose and say that I have served a true and correct copy of the Motion For Continuance in the above-captioned matter upon the following by depositing same in the U. S. mail on April 4, 2008, in State College, Pennsylvania, postage prepaid, addressed to:

Thomas E. Reiber, Esquire  
Tucker Arensberg, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222

By: 

Rebecca A. Pettenger

FILED

APR 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

APR 09 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4-9-08

☒ 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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION - LAW

FIRST COMMONWEALTH BANK,  
Plaintiff

vs.

Case No. 08-110-CD

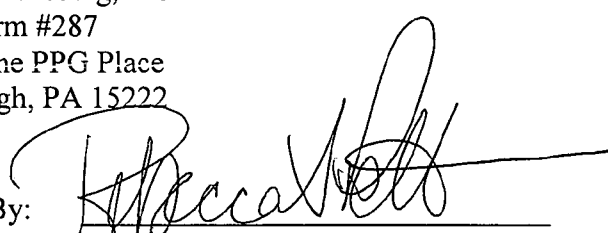
BOB SHOWERS WINDOWS &  
SUNROOMS, INC., and ROBERT J.  
SHOWERS and TRACY L. SHOWERS,  
Defendants

PROOF OF SERVICE

I, Rebecca A. Pettenger, being duly sworn according to law, depose and say that I have served a true and correct copy of the Judge's Order, together with our Motion For Continuance, in the above-captioned matter upon the following by depositing same in the U. S. mail on April 15, 2008, in State College, Pennsylvania, postage prepaid, addressed to:

Thomas E. Reiber, Esquire  
Tucker Arensberg, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222

By:

  
Rebecca A. Pettenger

FILED <sup>NO CC</sup>

M/12:38/64  
APR 16 2008

William A. Shaw  
Prothonotary/Clerk of Courts