

08-2222-CD
Sovereign Bank vs Rycole Welding al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Sovereign Bank, Successor-by-
Merger to ICB Leasing Corp.
(Plaintiff)

CIVIL ACTION

619 Alexander Road
(Street Address)

No. 08-2222-CD

Princeton, NJ 08540
(City, State ZIP)

Type of Case: _____

Notice to Defend

Type of Pleading: Complaint

VS.

Rycole Welding Innovations, Inc.
(Defendant)

Filed on Behalf of:
Sovereign Bank, Successor-by-
Merger to ICB Leasing Corp.
(Plaintiff/Defendant)

2 Hacker Street
(Street Address)

Mt. Jewett, PA 16740

(City, State ZIP)
and

Larry J. Salone

1562 Treasure Lake

DuBois, PA 15801

and

FreshTec Food Processing
Equipment International, LLC
1562 Treasure Lake
DuBois, PA 15801

Jennifer D. Gould/Atty I.D. No. 80988

(Filed by)

Lamm Rubenstein LLC

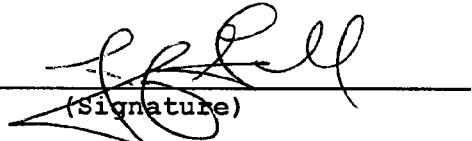
3600 Horizon Blvd., Suite 200

Trevose, PA 19053

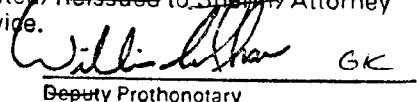
(Address)

215-638-9330/215-638-2867

(Phone)


(Signature)

Feb. 13, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


William A. Shaw GK
Deputy Prothonotary

FILED Atty pd.
m 12:52 PM
NOV 18 2008 300 Sheriff
William A. Shaw 100 Atty
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger:	
to ICB Leasing Corp.	:
619 Alexander Road	:
Princeton, NJ 08540	:
	:
Plaintiff,	:
v.	:
	:
RYCOLE WELDING INNOVATIONS,	:
INC.	:
2 Hacker Street	:
Mt. Jewett, PA 16740	:
and	:
LARRY J. SALONE	:
1562 Treasure Lake	:
DuBois, PA 15801	:
and	:
FRESHTEC FOOD PROCESSING	:
EQUIPMENT INTERNATIONAL, LLC	:
1562 Treasure Lake	:
DuBois, PA 15801	:
	:
Defendants.	:

NOTICE TO DEFEND

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

claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you."

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

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

LAWYER REFERENCE SERVICE
Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

AVISO

USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar action dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABODAGO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger:
to ICB Leasing Corp. :
619 Alexander Road :
Princeton, NJ 08540 :
: Plaintiff, :

v. : NO.
RYCOLE WELDING INNOVATIONS, :
INC. :
2 Hacker Street :
Mt. Jewett, PA 16740 :
and :
LARRY J. SALONE :
1562 Treasure Lake :
DuBois, PA 15801 :
and :
FRESHTEC FOOD PROCESSING :
EQUIPMENT INTERNATIONAL, LLC :
1562 Treasure Lake :
DuBois, PA 15801 :
: Defendants. :

COMPLAINT

Plaintiff, Sovereign Bank, Successor-by-Merger to ICB Leasing Corp., by and through its undersigned attorneys, Lamm Rubenstein LLC, brings this action against the above-named Defendants, Rycole Welding Innovations, Inc., Larry J. Salone and Freshtec Food Processing Equipment International, LLC, and in support thereof avers as follows:

1. Plaintiff, Sovereign Bank ("Sovereign"), Successor-by-Merger to ICB Leasing Corp. ("ICB"), is a Federal Savings Bank chartered by the Office of Thrift Supervision, with its principal place of business located at 619 Alexander Road, Princeton, NJ 08540.

2. Defendant, Rycole Welding Innovations, Inc. ("Rycole") is, upon information and belief, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose last known address to Sovereign is 2 Hacker Street, Mt. Jewett, PA 16740.

3. Defendant, Larry J. Salone ("Salone") is, upon information and belief, an adult individual whose last known address to Sovereign is 1562 Treasure Lake, DuBois, PA 15801.

4. Defendant, Freshtec Food Processing Equipment International, LLC ("Freshtec") is, upon information and belief, a Pennsylvania limited liability corporation whose last known address to Sovereign is 1562 Treasure Lake, DuBois, PA 15801.

5. On or about November 18, 2005, Rycole and ICB entered into a certain Equipment Lease and Schedule thereto ("Lease"), which provided for the lease and hire of certain items of equipment as more particularly described therein ("Equipment"). A true and correct copy of the Lease is attached hereto, incorporated herein, and marked as Exhibit "A."

6. The Lease requires Rycole to, *inter alia*, make sixty (60) consecutive monthly payments to ICB in the amount of \$3,990.00 each, plus applicable tax, until the entire obligation of the Lease is paid in full.

7. In order to induce ICB to enter into the Lease, Salone and Freshtec each executed a Guaranty whereby they unconditionally guaranteed to ICB: (1) the prompt payment, when due, of all now existing or hereinafter arising indebtedness or obligations of Rycole to ICB of every kind or nature, however arising; (2) the prompt, full and faithful performance and discharge by Rycole of each and every term, condition, agreement, representation, warranty and provisions on

the part of Rycole made in connection with the Lease or in any modification, amendment or substitution thereof and; (3) on demand, reimbursement to ICB for all expenses, collection charges, court costs and reasonable attorney's fees incurred by ICB in endeavoring to collect or enforce any of ICB's rights and remedies against Rycole and/or Guarantor or any other person or concern liable thereto. A true and correct copy of the Guaranty is attached hereto, incorporated herein, and marked as Exhibit "B."

8. Thereafter, Sovereign became the holder of all right, title and interest in and to the Lease, Guaranty and Equipment by virtue of merger with ICB.

COUNT I - BREACH OF CONTRACT

9. Sovereign incorporates by reference Paragraphs 1 through 8 as though fully set forth herein.

10. Rycole breached the terms and conditions of the Lease and Salone and Freshtec breached the terms and conditions of the Guaranty, and became in default thereof, by reason of their failure to make the monthly payment due under the Lease for May 1, 2008 and all subsequent payments thereafter.

11. On or about October 29, 2008, as a result of the aforementioned default(s), Sovereign exercised its right to declare the entire balance of the unpaid lease payments for the full term of the Lease to be immediately due and payable. A true and correct copy of the demand letter is attached hereto, incorporated herein, and marked as Exhibit "C."

12. Despite demand for payment, Rycole, Salone and Freshtec have failed and refused to pay Sovereign the accelerated balance due, or any portion thereof, in accordance with the terms and provisions of the Lease and Guaranty.

13. In accordance with the terms and conditions of the Lease and Guaranty, Rycole, Salone and Freshtec are obligated and liable to Sovereign for past due and remaining payments totaling \$113,729.48

14. In accordance with the terms and conditions of the Lease and Guaranty, Rycole, Salone and Freshtec are liable to Sovereign for costs, expenses and reasonable attorney's fees and expenses, presently in the amount of \$5,000.00.

WHEREFORE, Plaintiff, Sovereign Bank demands judgment in its favor and against Defendants, Rycole Welding Innovations, Inc., Larry J. Salone and Freshtec Food Processing Equipment International, LLC in the amount of **\$118,729.48**, plus additional attorneys' fees as they accrue, costs of suit, interest, and such other relief as the Court deems just and proper.

**COUNT II – REPLEVIN
SOVEREIGN V. RYCOLE**

15. Sovereign incorporates by reference Paragraphs 1 through 14 as though fully set forth herein.

16. Pursuant to the terms and conditions of the Lease and the Uniform Commercial Code as enacted in Pennsylvania and by virtue of the default of Rycole, Sovereign is entitled to immediate possession of the Equipment consisting of:

- (1) A-202 LVD forming shear, Model #JS25/10, 48" wide, 100 ton. Lag floor mount. Hydraulic operation, with complete controls. 480VAC 3ph.
- (1) A-202 Accupress, Model #710010 48" wide brake. 120 degree operation $\frac{1}{4}$ " material thickness, 480 VAC 3ph., with oiler and pressure regulator. All safety guarding.

- (2) W-105 Lincoln Electric TIG Welder, model #275. remote cart mounted. 230 VAC 3ph. Overload protection, foot pedal operation. Same as existing Rycole units.
- (1) BB-200 Empire Bread blasting system, model #PRS-6S. With 55 gallon storage reservoir. All hose and tips included. Includes tips for glass bead blasting.
- (1) IW-201 Spartan Iron Worker, model IW66D. Up to 2" diameter hole capacity. 1/2" thick plate. Includes tooling package for above specifications, in 1/8" increments.

17. Rycole remains in possession of the Equipment to the exclusion of Sovereign.

18. The estimated value of the Equipment is \$95,000.

19. Although demand has been made, Rycole has failed, refused and neglected to deliver possession of the Equipment to Sovereign.

WHEREFORE, Plaintiff, Sovereign Bank demands Judgment in its favor and against Defendant, Rycole Welding Innovations, Inc. for possession of the Equipment, or its equivalent value, plus additional attorney's fees, costs, expenses, interest and such other relief as this Court deems just and proper.

**COUNT III – CONVERSION
SOVEREIGN V. RYCOLE**

20. Sovereign incorporates by reference Paragraphs 1 through 19 as though fully set forth herein.

21. Rycole has interfered, without lawful justification, with Sovereign's property rights in the Equipment as owner of said Equipment.

22. Under the terms of the Lease, the Equipment remains the property of Sovereign, and no right, title or interest in the Equipment shall pass to Rycole.

23. Rycole has demonstrated an intent to exercise dominion, or control over the Equipment, which is inconsistent with Sovereign's property rights, as established by the conditions set forth in the Lease and the applicable provisions of the Uniform Commercial Code.

24. Alternatively, Rycole is unreasonably withholding possession from Sovereign as to the Equipment, and Sovereign has the right to immediate repossession of same.

WHEREFORE, Plaintiff, Sovereign Bank demands Judgment in its favor and against Defendant, Rycole Welding Innovations, Inc. for possession of the Equipment, or its equivalent value, plus additional attorney's fees, costs, expenses, interest and such other relief as this Court deems just and proper.

LAMM RUBENSTONE LLC

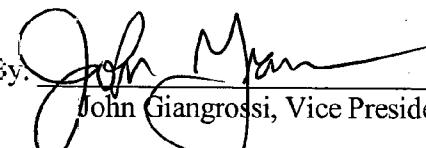
By: _____


Jennifer D. Gould, Esquire
Attorneys for Plaintiff

VERIFICATION

John Giangrossi, Vice President of Sovereign Bank, being duly sworn according to law, verifies that he is a duly authorized representative of Plaintiff, Sovereign Bank, and that he is authorized to make this Verification on behalf of Plaintiff; that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief; and that he understands that the foregoing statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsifications to authorities.

SOVEREIGN BANK

By: 
John Giangrossi, Vice President

MASTER EQUIPMENT LEASE



LEASE NUMBER

589

TERMS AND CONDITIONS OF LEASE

1. LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment described on any attached Schedule hereto with all replacement parts, repairs, additions and accessories called "Equipment" on the terms and conditions on the face and reverse side hereof and as set forth on each Schedule hereto (herein each called a "Schedule" and collectively, the "Schedules"). Each Schedule shall be a separately enforceable Lease, the terms and conditions of which shall be those set forth herein and on each Schedule (each a "Lease" and collectively, the "Leases").

2. ORDERING EQUIPMENT. Lessee hereby authorizes Lessor to purchase the Equipment from a supplier (herein called "Supplier"), and arrange for delivery to Lessee at Lessee's expense.

3. DISCLAIMERS OF WARRANTIES AND WAIVER OF DEFENSES.

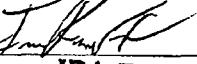
LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS-IS". LESSEE HAS SELECTED THE SUPPLIER OF THE EQUIPMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, MAINTAIN, ERECT, TEST, ADJUST OR SERVICE THE EQUIPMENT. LESSEE AGREES TO INSTALL, MAINTAIN AND SERVICE THE EQUIPMENT OR CAUSE THE SAME TO BE PERFORMED BY QUALIFIED THIRD PARTIES. REGARDLESS OF CAUSE, LESSEE WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL LESSOR BE RESPONSIBLE FOR ANY DAMAGES OR COSTS WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY UNITED STATES LETTERS PATENT. LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS LEASE, FOR TAX OR ACCOUNTING PURPOSES. If the Equipment is unsatisfactory for any reason, Lessee shall make claim on account thereof solely against Supplier, and any of Suppliers vendors, and shall nevertheless pay Lessor all rent payable under the Lease. Lessor hereby assigns to Lessee all of the rights which Lessor may have against Supplier and Suppliers vendors for breach of warranty or other representations respecting the Equipment. Lessee understands and agrees that neither Supplier nor any agent of Supplier, is an agent of Lessor or is authorized to waive or alter any term or condition of this Lease.

4. TERM AND RENT. The lease term shall commence as of the date that any of the Equipment is delivered to Lessee, or Lessee's Agent (the "Commencement Date") and shall continue until the obligations of Lessee under this Lease shall have been fully performed. Advance rentals shall not be refundable if the lease term for any reason does not commence or if this Lease is duly terminated by Lessor. The sum of all periodic installments of rent indicated on each attached Schedule shall constitute the aggregate rent reserved under this Lease. The aggregate rent reserved under this Lease shall be payable periodically in advance, in the installments of rent indicated on each attached Schedule, the first such payment being due on the first day of the month following the Commencement Date (the "First Payment Date"), together with interim rent for the period between the Commencement Date and the First Payment Date at the daily rate equal to 1/30th of the monthly rental, or such later date as Lessor designates in writing, and subsequent payments due on the same day of each successive rent period thereafter until the balance of the of the rent and any additional rent or expenses chargeable to Lessee under this Lease shall have been paid in full. Lessee's obligation to pay such rentals shall be absolute and unconditional and not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever. If a Security Deposit is required as provided on each Schedule, the Security Deposit will be held by Lessor to secure the faithful performance of all of Lessee's obligations hereunder, may not be applied by Lessor to any rental payment due hereunder and shall be returned to Lessee without interest, when all obligations of Lessee to Lessor hereunder have been fully paid.

5. NON-CANCELABLE LEASE. THIS LEASE CANNOT BE CANCELLED BY LESSEE DURING THE TERM HEREOP.

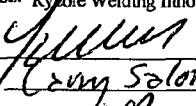
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

LESSOR: ICB LEASING CORP.

By:  Dated: 11/16/03
 Name: **IRA Z. ROMOFF**
 Title: **DIRECTOR OF LEASING**

ICB Leasing Corp.
 551 Fifth Avenue
 New York, NY 10176

LESSEE: Rycole Welding Innovations, Inc.

By:  Dated: _____
 Name: **Emy Saron**
 Title: **VP**

ADDRESS: 2 Hacker Street
 Mt. Jewett, PA 16740

11. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry public liability and property damage insurance covering the Equipment and its use. All such insurance shall be in form and amount and with companies approved by Lessor and name Lessor and its Assignee as Loss Payee, as its interest may appear with respect to property damage coverage and as additional insured with respect to public liability coverage. Lessee shall pay the premiums therefor and deliver said policies, or duplicates thereof or certificates thereunder, to Lessor, with long form Lender's Loss Payable endorsement upon the policy or policies or by independent instrument, that gives Lessor a right to thirty (30) days' written notice before the policy can be altered or cancelled and the right to payment of premium without obligation. Should Lessee fail to provide such insurance coverage, Lessor may obtain coverage for part or all of the term or such period beyond the term as is required by the insurance company issuing such coverage protecting interests of Lessor and Lessee or the interest of Lessor only. The proceeds of such insurance, at the option of Lessee, provided it is not in default hereunder, otherwise at Lessor's option, shall be applied (i) toward the replacement, restoration or repair of the Equipment or (ii) toward payment of the obligations of Lessee hereunder. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any said insurance policies.

12. NET LEASE; TAXES. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee shall pay all sales, use, excise, stamp, documentary and *ad valorem* taxes, license and registration fees, assessments, fines, penalties and, similar charges imposed on the ownership, possession or use of the Equipment during the term of this Lease, shall pay all taxes (except Lessor's Federal or State net income taxes) imposed on Lessor or Lessee with respect to the rental payments hereunder, and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Unless otherwise agreed in writing, Lessee shall file for and pay all personal property taxes assessed with respect to the Equipment during the term of this Lease and Lessee shall, upon Lessor's demand, forthwith reimburse Lessor therefor.

13. INDEMNITY. Lessee shall hold Lessor harmless from, indemnify and defend Lessor against, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees arising out of, connected with or resulting from the Equipment or this Lease, including without limitation, the manufacture, selection, delivery, possession, use, operation or return of the Equipment. This indemnity shall survive the termination or expiration of the Lease.

14. DEFAULT AND REMEDIES. If Lessee defaults in any payment required under this Lease or under any other lease, loan or agreement between Lessee and Lessor or between Lessee and Independence Community Bank or any of its subsidiaries or affiliates, or if a petition in bankruptcy, arrangement, insolvency or reorganization is filed by or against Lessee or any guarantor of Lessee's obligations hereunder, or if Lessee or any guarantor of Lessee's obligations makes an assignment for the benefit of creditors or without Lessor's written consent, Lessee sells all or a substantial part of Lessee's assets or a majority of Lessee's voting stock is transferred, Lessor may, to the extent permitted by law, exercise any one or more of the following remedies: (a) to declare the entire balance of rent for the full term hereof immediately due and payable as to any or all Schedules covered hereby and to similarly accelerate the balances under any other leases or agreements between Lessor and Lessee; (b) to recover all rents, and other monies due and to become due under any or all Schedules hereunder plus the residual value of the Equipment present valued to the date of default at four (4%) percent per annum; (c) to require Lessee at Lessee's expense, to assemble all Equipment at a place reasonably designated by Lessor; (d) to remove any physical obstructions for removal of the Equipment from the place where the Equipment is located and take possession of any or all items of Equipment, without demand or notice, wherever same may be located, disconnecting and separating all such Equipment from any other property, with or without any court order or pre-taking hearing or other process of law, it being understood that facility of repossession in the event of default is a basis for the financial accommodation reflected by this Lease. Lessee hereby waives any and all damages occasioned by such retaking. Lessor may, at its option, use, ship, store, repair or lease all Equipment so removed, and sell or otherwise dispose of any such Equipment at a private or public sale. Lessor may expose and resell the Equipment at Lessee's premises at reasonable business hours without being required to remove the Equipment. In the event Lessor takes possession of the Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale or present value of the rental of the Equipment computed at the implicit rate of the Lease after deduction of the expenses of sale or rental. Lessee shall also be liable for and shall pay to Lessor (i) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all expenses of repossession, storing, shipping, repairing and selling the Equipment, (b) reasonable attorneys' fees, and (c) interest on all sums due Lessor from the date of default until paid at the rate of twelve (12%) percent per annum, but only to the extent permitted by law. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

In the event Lessee fails to perform any of the terms, covenants or conditions of this Lease other than as provided above, then Lessor may recover from Lessee any loss or damage suffered by Lessor as a result of such failure.

Whenever any payment is not made by Lessee when due hereunder, Lessee agrees to pay to Lessor, not later than one month thereafter, an amount calculated at the rate of ten cents per one dollar of each such delayed payment as an administrative fee to offset Lessor's collection costs, but only to the extent allowed by law. Such amount shall be payable in

addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided.

All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default by Lessor on any one occasion shall not be deemed a waiver of any other or subsequent default. In the event this Lease is determined to be a security agreement, Lessor's recovery shall in no event exceed the maximum permitted by law.

15. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS. In the event Lessee fails to comply with any provision of this Lease, Lessor shall have the right, but shall not be obligated, to effect such compliance on behalf of Lessee upon ten (10) days' prior written notice to Lessee. In such event, all monies advanced or expended by Lessor, and all expenses of Lessor in effecting such compliance, shall be deemed to be additional rental, and shall be paid by Lessee to Lessor at the time of the next periodic payment of rent.

16. ASSIGNMENT; QUIET ENJOYMENT. Lessor may without Lessee's consent assign this Lease and/or the rentals due hereunder and Lessee agrees that no assignee of Lessor shall be bound to perform any duty, covenant or condition or warranty (express or implied) attributable to Lessor and Lessee further agrees not to raise any claim or defense arising out of this Lease or otherwise against Lessor as a defense, counterclaim or offset to any action by any assignee hereunder. Notwithstanding any assignment by Lessor, providing Lessee is not in default hereunder, Lessee shall quietly enjoy use of the Equipment, subject to the terms and conditions of the Lease.

WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE OR OTHERWISE DISPOSE OF THE EQUIPMENT OR ANY INTEREST THEREIN, OR SUBLLET OR LEND EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN LESSEE OR LESSEE'S EMPLOYEES.

Initial _____

17. NOTICES. Service of all notices under this Lease shall be sufficient if given personally or mailed to the intended party at its respective address set forth herein, or at such other address as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective three (3) days following the date when deposited in the United States mail, duly addressed and with postage prepaid.

18. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents that all financial and other information furnished to Lessor was, at the time of delivery, true and correct. During the term of the Lease, Lessee shall provide Lessor with such interim or annual financial statements as Lessor requests. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to date documents and otherwise correct factual errors.

19. GOVERNING-LAW; JURISDICTION; VENUE; SERVICE OF PROCESS; WAIVER OF TRIAL BY JURY. The Lease shall be binding when accepted in writing by the Lessor in the State of New York and shall be governed by the laws of the State of New York, *provided, however, in the event this Lease or any provision hereof is not enforceable under the laws of the State of New York then the laws of the state where the Equipment is located shall govern.* Lessee consents to the jurisdiction of any federal court in the State of New York or any state court located in New York County with respect to any legal action commenced hereunder. Nothing contained herein is intended to preclude Lessor from commencing any action hereunder in any court having jurisdiction thereof. Service of process in any such action shall be sufficient if served by certified mail return receipt requested to the address of the party set forth herein. To the extent permitted by law, Lessee waives the right to trial by jury in any action by or against Lessor hereunder.

20. GENERAL. This Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto. Time is of the essence of this Lease. This Lease and all Schedules attached hereto contain the entire agreement between Lessor and Lessee, and no modification of this Lease shall be effective unless in writing and executed by an executive officer of Lessor. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. In the event any provision of this Lease should be unenforceable, then such provision shall be deemed deleted, however, no other provision hereof shall be affected thereby.

21. FINANCE LEASE STATUS. Lessor and Lessee agree that if Article 2A - Leases of the Uniform Commercial Code ("Code") governs the terms of this Lease, then this Lease will be deemed a "finance lease". By executing this Lease, Lessee acknowledges that (a) Lessor has advised Lessee (i) of the identity of the Supplier, (ii) that Lessee may have rights under the "supply contract" as defined in the Code, pursuant to which Lessor is purchasing the Equipment, and (iii) that Lessee may contact the Supplier for a description of any such rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, USER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY §2A-508 THROUGH §2A-522 OF THE CODE.**

22. FACSIMILE AND COPIED DOCUMENTS. Lessor and Lessee agree that a photocopy, facsimile or electronically transmitted copy of this Lease bearing Lessee's signature or other identifying information shall be treated as an original signature and shall be deemed to be as binding, genuine and authentic as an original signed document for all purposes.

Schedule



a subsidiary of Federated Community Bank

MASTER EQUIPMENT LEASE NUMBER	SCHEDULE NUMBER
003-3000589	001

EQUIPMENT LEASED

SEE ATTACHED EQUIPMENT ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

EQUIPMENT LOCATION (Street Address, City, County & State)

2 Hacker Street
Mt. Jewett, PA 16740

TERM 60 Months

RENTAL 60 Monthly Payments of \$3,990.00 plus tax, if applicable

ADVANCE RENTALS

Amount payable at the time of signing this Lease: \$ 8,605.00

ADDITIONAL PROVISIONS:

Applied to:

a) First 1 and Last 1 Rental Payments

b) Documentation and
Origination Fee \$ 625.00

All of the terms, covenants and conditions of the Master Equipment Lease No. 589, dated November 18, 2005, are incorporated herein as if set forth in full. Each Schedule issued pursuant to the Master Equipment Lease shall constitute a separate Lease.

LESSOR: ICB LEASING CORP.

By: Irakli
Dated: 11/18/05
Name: IRAZ Z. ROMOFF
Title: DIRECTOR OF LEASING
ICB Leasing Corp.
551 Fifth Avenue
New York, NY 10176

LESSEE: Rycole Welding Innovations, Inc.

By: Y. M. Young
Dated: _____
Name: Larry Solon
Title: VP
ADDRESS: 2 Hacker Street
Mt. Jewett, PA 16740

Equipment Description

ADDENDUM



LEASE/LOAN NUMBER

589

SCHEDULE NUMBER

601

Lessee/Borrower: Rycole Welding Innovations, Inc.

EQUIPMENT DESCRIPTION

- (1) A-202 LVD forming shear. Model #JS25/10, 48" wide, 100 ton. Lag floor mount. Hydraulic operation, with complete controls. 480VAC 3ph.
- (1) A-202 Accupress, Model #710010 48" wide brake. 120 degree operation 1/4" material thickness, 480 VAC 3ph., with oiler and pressure regulator. All safety guarding.
- (2) W-105 Lincoln Electric TIG Welder, model #275. Remote cart mounted. 230 VAC 3ph. Overload protection, foot pedal operation. Same as existing Rycole units.
- (1) BB-200 Empire Bead blasting system, model #PRS-6S. With 55 gallon storage reservoir. All hose and tips included. includes tips for glass bead blasting
- (1) IW-201 Spartan Iron Worker, model IW66D. Up to 2" diameter hole capacity. 1/2" thick plate. Includes tooling package for above specifications, in 1/8" increments.

Lessee/Borrower Initials: *LL*



GUARANTY

1. Recitals.

- (a) This guaranty is made by the undersigned (hereinafter each called a "Guarantor"), in favor of **ICB LEASING CORP.** (hereinafter called "ICB").
- (b) ICB intends to enter into one or more equipment leases, loans or other financial transactions (collectively "Transactions") with Rycole Welding Innovations, Inc. (hereinafter called "Debtor") evidenced by certain equipment leases and schedules, notes, security agreements or other instruments ("Agreements").
- (c) Guarantor has a financial or other interest in Debtor and/or the Transactions, and expects to obtain a financial or other benefit if ICB enters into the Transactions.

2. Guaranty.

In order to induce ICB to enter into the Transactions and the Agreements with Debtor, and in consideration thereof:

- (a) Guarantor, unconditionally guarantees to ICB the prompt payment, when due, of all now existing or hereafter arising indebtedness or obligations of Debtor to ICB of every kind or nature, however arising (hereinafter called the "Indebtedness");
- (b) Guarantor unconditionally guarantees to ICB the prompt, full and faithful performance and discharge by Debtor of each and every term, condition, agreement, representation, warranty and provision on the part of Debtor made in connection with the Transactions and Agreements or in any modification, amendment or substitution thereof.
- (c) Guarantor shall, on demand, reimburse ICB for all expenses, collection charges, court costs and reasonable attorneys' fees incurred by ICB in endeavoring to collect or enforce any of ICB's rights and remedies against Debtor and/or Guarantor or any other person or concern liable thereto.
- (d) Guarantor shall pay all of the foregoing amounts and perform all of the foregoing terms, covenants and conditions notwithstanding that any part or all of the Transactions or Agreements shall be void or voidable as against Debtor or any of Debtor's creditors, including a trustee in bankruptcy of Debtor, by reason of any fact or circumstances including, without limitation, failure by any person to file any document or to take any other action to make any of the Transactions or Agreements enforceable in accordance with their respective terms. Guarantor also agrees that the obligations of Guarantor hereunder shall not be relieved in the event ICB fails to protect or otherwise impairs any collateral.

3. Primary Nature of Guaranty.

The liability of Guarantor hereunder is primary, absolute, unconditional, direct and independent of the obligations of Debtor. Nothing shall discharge or satisfy Guarantor's liability hereunder except the full performance and payment of all of Debtor's obligations to ICB, with interest. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Debtor, unless and until all of said obligations have been paid or performed in full.

4. Waivers by Guarantor.

- (a) Guarantor waives notice of acceptance hereof and of all notices and demands of any kind to which Guarantor may be entitled including, without limitation, all demands of payment and notice of nonpayment, protest and dishonor to Guarantor, or Debtor, or the makers or endorsers of any notices or other instruments for which Guarantor is or may be liable hereunder.

Guarantor further waives notice of and hereby consents to any agreement or arrangement for subordination, composition, arrangement, discharge or release of the whole or any part of Debtor's obligations under any of the Transactions or Agreements or release of other guarantors, or for compromise of any sums due in any way whatsoever, and the same shall in no way impair Guarantor's liability hereunder.

(b) Guarantor waives any right to require ICB to: (i) proceed against Debtor; (ii) proceed against or exhaust any security held by ICB of Debtor or others; or (iii) pursue any other remedy which ICB may have, including against any other guarantor of Debtor's obligations to ICB.

(c) Guarantor waives any and all right to a trial by jury in any action or proceeding based hereon. Guarantor also waives the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof.

5. Guarantor's Property as Security for Guaranty. All sums at any time to Guarantor's credit and any of Guarantor's property at any time in ICB's possession shall be deemed held by ICB as security for any and all of Guarantor's obligations to ICB hereunder.

6. Subordination. Any and all present and future indebtedness and obligations of Debtor to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future obligations of Debtor to ICB.

7. Events of Default. If Guarantor or Debtor should at any time become insolvent, or make a general assignment for the benefit of creditors, or if a proceeding shall be commenced by, against or in respect of Guarantor or Debtor under the Federal Bankruptcy Code or any state insolvency law, or if any individual Guarantor dies, any and all of Guarantor's obligations under this Guaranty shall, at ICB's option, forthwith become due and payable without notice.

8. Continuing Nature of Guaranty. This is a continuing Guaranty. This instrument shall continue in full force and effect until terminated by the actual receipt by ICB of written notice of termination from Guarantor. Such termination shall be applicable only to Agreements or Transactions having their inception thereafter, and rights and obligations arising out of Agreements or Transactions having their inception prior to such termination shall not be affected.

9. No Waiver by ICB. No failure, omission or delay on the part of ICB in exercising any rights hereunder or in taking any action to collect or enforce payment or performance of any of the Agreements or any Transactions, either against Debtor or any other person liable therefore, shall operate as a waiver of any such right or shall, in any manner, prejudice the rights of ICB against Guarantor.

10. Cumulative Remedies. All of ICB's rights, remedies and recourse under the Agreements or Transactions or this Guaranty, are separate and cumulative and may be pursued separately, successively or concurrently, are non-exclusive and the exercise of any one or more of them, shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which ICB may be entitled.

11. Modifications. No provision hereof shall be modified or limited, except by a written agreement expressly referring hereto and to the provision so modified or limited, and signed by Guarantor and ICB.

12. Merger. This writing is intended by the parties as a final expression of this agreement of guaranty and is intended also as a complete and exclusive statement of the terms of this agreement of guaranty. No course of prior dealings between the parties, no usage of the trade, and no parole or extrinsic

evidence of any nature shall be used or be relevant to supplement or explain or modify any term used in this agreement of guaranty.

13. Severability. In case any one or more of the provisions contained in this Guaranty shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Notices. Guarantor agrees that any notice or demand upon Guarantor shall be deemed to be sufficiently given or served if it is in writing and is personally served, or in lieu of personal service is mailed by first class certified mail, postage prepaid, or by private courier such as Federal Express, addressed to Guarantor at the addresses set forth below. Any notice or demand so mailed shall be deemed received on the date of actual receipt or the first business day following mailing, whichever first occurs.

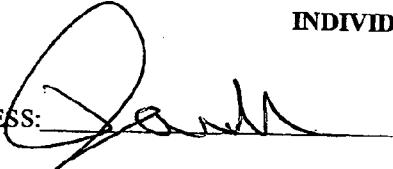
15. Governing Law. This instrument shall for all purposes be governed by and interpreted in accordance with the laws of the State of New York. Guarantor consents to the personal jurisdiction of any Federal Court in the State of New York or any State Court located in New York County, New York with respect to any legal action commenced hereunder and to the fullest extent allowed by law Guarantor hereby waives any objection Guarantor may have to the venue of such Courts or the convenience of this forum. Nothing contained herein is intended to preclude ICB from commencing any action hereunder in any court having jurisdiction thereof.

16. Successors and Assigns. This Guaranty shall inure to the benefit of ICB, its successors and assigns and shall be binding on Guarantor and its successors and assigns or if Guarantor is an individual his or her executors, administrators and/or heirs.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Guarantor(s) have duly executed this Guaranty this
day of _____, 200____.

INDIVIDUAL GUARANTORS

WITNESS: 

Name: Larry J. Salone

Address: PO Box 585

DuBois, PA 15801

Home Phone: _____

WITNESS: Amy Jo Foote

Name: Amy Jo Foote

Address: PO Box 550

St Marys, PA 15851

CORPORATE GUARANTOR

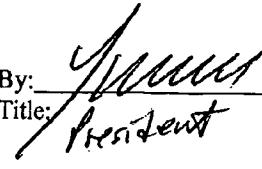
P.O. Box 585

Street Address

Freshtec Food Processing Equipment International, LLC

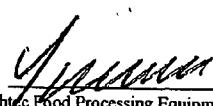
Name of Guarantor

Dubois PA 15801
City State Zip Code

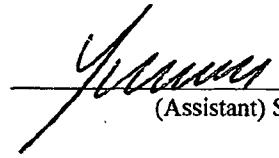
By: 

Title: President

SECRETARY'S CERTIFICATE

I, , certify that I am the (assistant) secretary of Freshtec Food Processing Equipment International, LLC, a LLC corporation; that at a meeting of the Board of Directors held on the _____ day of _____, 200____, the foregoing Guaranty and the terms thereof was regularly introduced and it was resolved that the officers of this corporation were duly authorized to sign and deliver the same and a resolution to such effect appears in the minute book and is in full force and effect.

WITNESS OUR HANDS AND SEAL THIS _____ day of _____, 200____.


(Assistant) Secretary

LEHIGH VALLEY OFFICE
1275 GLENLIVET DRIVE
SUITE 100
ALLENTOWN, PA 18106
(610) 706-4300
(610) 706-4343 FAX

LAW OFFICES
LAMM RUBENSTONE LLC
3600 HORIZON BOULEVARD
SUITE 200
TREVOSE, PA 19053
(215) 638-9330
FAX: (215) 638-2867
www.lammrubenstone.com

Jennifer D. Gould
Direct Dial No.: (215) 244-2443
E-Mail:
JGOULD@LAMMRUBENSTONE.COM

File Copy
NEW JERSEY OFFICE
COMMERCE CENTER
SUITE 195
1820 CHAPEL AVENUE WEST
CHERRY HILL, NJ 08002
(856) 488-8006
FAX: (856) 488-5690

October 29, 2008

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL**

Rycole Welding Innovations, Inc.
2 Hacker Street
Mt. Jewett, PA 16740

Larry J. Salone
1562 Treasure Lake
DuBois, PA 15801

Freshtec Food Processing Equipment
International, LLC
P.O. Box 585
DuBois, PA 15801

**Re: Lessor: Sovereign Bank, Successor-in-Interest to ICB Leasing Corp., a
Subsidiary of Independence Community Bank
Lessee: Rycole Welding Innovations, Inc.
Guarantors: Larry J. Salone and Freshtec Food Processing Equipment
International, LLC
Lease No.: 03-3000589-000**

Dear Sirs:

Please be advised that this Law Office has been retained by Sovereign Bank (“Sovereign”) for purposes of recovering the outstanding balance due and owing on the above-referenced Lease Agreement (“Agreement,” any any documents executed in connection therewith, the “Lease Documents”). This letter is to notify Rycole Welding Innovations, Inc. (“Rycole”), Larry J. Salone and Freshtec Food Processing International, LLC (collectively, the “Guarantors”) of the continuing breach and default of the Agreement and Guaranty thereof.

Rycole and the Guarantors have defaulted and continue to be in default of the Agreement and Guaranty thereof for, *inter alia*, failure to make payment to Sovereign Bank, Successor-in-Interest to ICB Leasing Corp., a subsidiary of Independence Community Bank (“ICB”) for the payment due May 1, 2008 and all payments thereafter. Demand is hereby made for immediate payment of all sums due and that become due on the Agreement and Guaranty, presently in the amount of **\$119,800.00**, plus interest, late charges, attorney’s fees, costs and expenses as they accrue. Sovereign further demands immediate surrender of the equipment leased pursuant to the Agreement as set forth on the attached Equipment Description Addendum (the “Equipment”).

October 29, 2008

Page 2

Payment in the amount of **\$119,800.00** must be received in this office in the form of a cashier's check, certified check or money order payable to "Sovereign Bank" on or before **November 8, 2008**. If payment is not received by this office within the above-mentioned time-frame and/or you do not contact the undersigned with regard to arrangements to surrender the Equipment, Sovereign has directed that we immediately commence any and all legal actions necessary to collect the full amount due, including, but not limited to: (1) a Complaint for breach of contract for all remaining payments, late fees, costs of suit and attorney's fees in addition to replevin and conversion claims related to the Equipment; and (2) any and all remedies vested in Sovereign in law or equity.

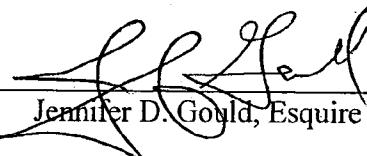
To avoid such action, you or your attorney must contact this office immediately upon receipt of this letter to make arrangements for payment of this obligation. It is recommended that if you do not currently have legal counsel, that you seek legal counsel regarding this matter.

Any discussions or negotiations by Sovereign, Rycole, the Guarantors, Sovereign's attorneys, and any other party concerning the possible amendment, reinstatement, waiver or other modification of the Lease Documents, and/or the acceptance of any partial payments from Rycole and the Guarantors, or any third party shall not: (i) constitute an agreement by Sovereign to forbear from exercising any of its rights or remedies, or to enter into any amendment, reinstatement, waiver or other modification of the Lease Documents; (ii) waive any existing default or event of default; (iii) establish a course of dealing or conduct; or (iv) waive, limit, modify or prejudice any of Sovereign's rights and remedies, all of which are hereby expressly reserved.

Very truly yours,

LAMM RUBENSTONE LLC

By:



Jennifer D. Gould, Esquire

JMD/md

Equipment Description

ADDENDUM



LEASE/LOAN NUMBER	SCHEDULE NUMBER
589	601

Lessee/Borrower: Rycole Welding Innovations, Inc.

EQUIPMENT DESCRIPTION

- (1) A-202 LVD forming shear. Model #JS25/10, 48" wide, 100 ton. Lag floor mount. Hydraulic operation, with complete controls. 480VAC 3ph.
- (1) A-202 Accupress, Model #710010 48" wide brake. 120 degree operation 1/4" material thickness, 480 VAC 3ph., with oiler and pressure regulator. All safety guarding.
- (2) W-105 Lincoln Electric TIG Welder, model #275. Remote cart mounted. 230 VAC 3ph. Overload protection, foot pedal operation. Same as existing Rycole units.
- (1) BB-200 Empire Bead blasting system, model #PRS-6S. With 55 gallon storage reservoir. All hose and tips included. includes tips for glass bead blasting
- (1) IW-201 Spartan Iron Worker, model IW66D. Up to 2" diameter hole capacity. 1/2" thick plate. Includes tooling package for above specifications, in 1/8" increments.

Lessee/Borrower Initials: *[Signature]*

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To **Rycote Welding Innovations**
Street, Apt. No.
or PO Box No.
2 Hacker Street
City, State, ZIP+4
Mt. Jewett, PA. 16740

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To **Harry J. Salone**
Street, Apt. No.
or PO Box No.
1562 Treasure Lake
City, State, ZIP+4
DuBois, PA. 15801

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To **Freshtec Food Processing Equip.**
Street, Apt. No.
or PO Box No.
P.O. Box 585
City, State, ZIP+4
DuBois, PA. 15801

PS Form 3800, August 2006

See Reverse for Instructions

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2222-CD

SOVEREIGN BANK, Successor by merger

vs

RYCOLE WELDING INNOVATIONS, INC. al

COMPLAINT & NOTICE

SERVICE # 3 OF 3

SERVE BY: 12/18/2008

HEARING:

PAGE: 104960

DEFENDANT: FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC

ADDRESS: 1562 TREASURE LAKE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

0/3:35 cm
DEC 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 12-2-08 AT 11:02 AM/ PM SERVED THE WITHIN

COMPLAINT & NOTICE ON FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC, DEFENDANT
BY HANDING TO DAVID HOPKINS / ATTORNEY

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 100 Meadow Lane, Dubois Pa. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & NOTICE FOR FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Newlin
Deputy Signature

Jerome M. Newlin
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2222-CD

SOVEREIGN BANK, Successor by merger

vs

RYCOLE WELDING INNOVATIONS, INC. al

COMPLAINT & NOTICE

SERVE BY: 12/18/2008

HEARING:

PAGE: 104960

SERVICE # 1 OF 3

DEFENDANT: RYCOLE WELDING INNOVATIONS, INC.
ADDRESS: C/O LARRY J. SALONE, PRESIDENT, 1562 T.L.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED

03:35 AM

DEC 02 2008

WAS
William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

OCCUPIED

SHERIFF'S RETURN

NOW, 12-2-08 AT 11:02 AM PM SERVED THE WITHIN

COMPLAINT & NOTICE ON RYCOLE WELDING INNOVATIONS, INC., DEFENDANT

BY HANDING TO DAVID Hopkins / Attorney

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 100 Meadow Lane Dubois, Pa. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & NOTICE FOR RYCOLE WELDING INNOVATIONS, INC.

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RYCOLE WELDING INNOVATIONS, INC.

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

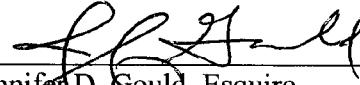
Jerome M. Newlin
Deputy Signature

Jerome M. Newlin
Print Deputy Name

X I certify that the foregoing assessment of damages is for specified amounts averred to be due in the Complaint and is calculable as a sum certain from the Complaint.

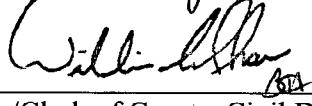
X Pursuant to Pa.R.Civ.P. 237.1, I certify that written notice of the intention to file this Praeclipe was mailed or delivered to the party against whom judgment is to be entered and to his/her attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praeclipe and a copy of the Notice is attached as Exhibit B.

Respectfully submitted,
LAMM RUBENSTONE LLC

By: 

Jennifer D. Gould, Esquire
Attorney KD. No. 65627
3600 Horizon Boulevard, Suite 200
Trevose, PA 19053
215-638-9330; 215-638-2867f
Attorneys for Plaintiff

NOW, January 14, 2009, JUDGMENT IS ENTERED AS ABOVE.


Prothonotary/Clerk of Courts, Civil Division

BY: _____
Deputy

EXHIBIT "A"

File Copy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger:
to ICB Leasing Corp. :

Plaintiff, :
v. : NO. 08-2222-CD

RYCOLE WELDING INNOVATIONS, :
INC. :

and
LARRY J. SALONE :

and
FRESHTEC FOOD PROCESSING
EQUIPMENT INTERNATIONAL, LLC :

Defendants. :

To: Rycole Welding Innovations, Inc.
c/o Larry J. Salone, President
1562 Treasure Lake
DuBois, PA 15801

Date: December 31, 2008

NOTICE - RULE 237.1
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE

COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN **TEN (10) DAYS** FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

LAWYER REFERENCE SERVICE

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

LAMM RUBENSTONE LLC

By: 

Jennifer D. Gould, Esquire
Identification No. 80988
3600 Horizon Boulevard, Suite 200
Trevose, PA 19053
(215) 638-9330
Attorneys for Plaintiffs

cc: David J. Hopkins, Esquire

File Copy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger:
to ICB Leasing Corp.

Plaintiff, :	
v. :	NO. 08-2222-CD
RYCOLE WELDING INNOVATIONS, :	
INC. :	
and :	
LARRY J. SALONE :	
and :	
FRESHTEC FOOD PROCESSING :	
EQUIPMENT INTERNATIONAL, LLC :	
Defendants. :	

To: Freshtec Food Processing
Equipment International, LLC
1562 Treasure Lake
DuBois, PA 15801

Date: December 31, 2008

NOTICE - RULE 237.1
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST

YOU. UNLESS YOU ACT WITHIN **TEN (10) DAYS** FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

LAWYER REFERENCE SERVICE
Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

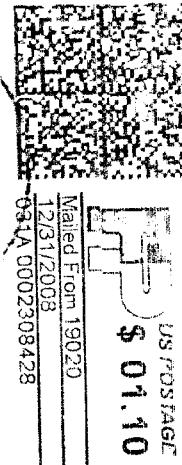
LAMM RUBENSTONE LLC

By: 

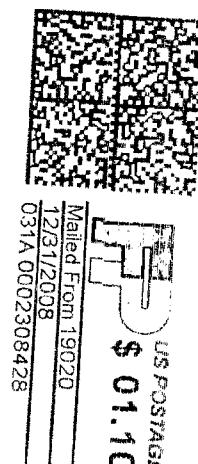
Jennifer D. Gould, Esquire
Identification No. 80988
3600 Horizon Boulevard, Suite 200
Trevose, PA 19053
(215) 638-9330
Attorneys for Plaintiffs

cc: David J. Hopkins, Esquire

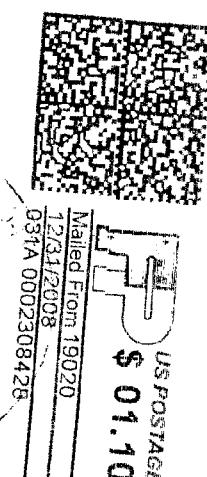
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY PRO			
R LAMM RUBENSTONE LLC 3600 HORIZON BOULEVARD SUITE 200 TREVOS, PA 19053-4900			
One piece of ordinary mail addressed to: Rycole Welding Innovations, Inc. c/o Larry J. Salone, President			
1562 Treasure Lake DuBois, PA 15801			



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE US PROVIDE F			
Receiver LAMM RUBENSTONE LLC 3600 HORIZON BOULEVARD SUITE 200 TREVOS, PA 19053-4900			
One piece of ordinary mail addressed to: Larry J. Salone			
1562 Treasure Lake DuBois, PA 15801			



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE US PROVIDE F			
Receive LAMM RUBENSTONE LLC 3600 HORIZON BOULEVARD SUITE 200 TREVOS, PA 19053-4900			
One piece of ordinary mail addressed to: Freshtec Food Processing Equipment International, LLC			
1562 Treasure Lake DuBois, PA 15801			



PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

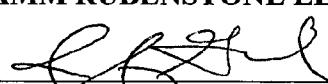
SOVEREIGN BANK, Successor-by-Merger to	:
ICB Leasing Corp.	:
	Plaintiff,
v.	:
	NO. 08-2222-CD
RYCOLE WELDING INNOVATIONS, INC. and	:
LARRY J. SALONE and FRESHTEC FOOD	:
PROCESSING EQUIPMENT INTERNATIONAL,	:
LLC	:
	Defendants.

AFFIDAVIT OF LAST KNOWN ADDRESS

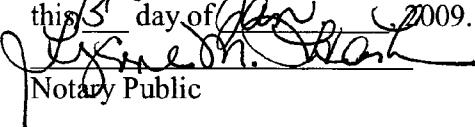
I, Jennifer D. Gould, Esquire, hereby certify that to the best of my knowledge, information and belief, the last known address of the Defendants is 1562 Treasure Lake, DuBois, Pennsylvania 15801.

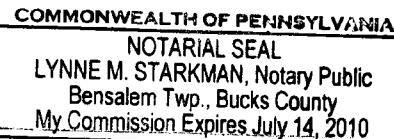
LAMM RUBENSTONE LLC

By:


Jennifer D. Gould, Esquire
Attorneys for Plaintiff

Sworn to and Subscribed before me
this 3rd day of July 2009.


Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger to :
ICB Leasing Corp. :
Plaintiff, :
v. : NO. 08-2222-CD
RYCOLE WELDING INNOVATIONS, INC. and :
LARRY J. SALONE and FRESHTEC FOOD :
PROCESSING EQUIPMENT INTERNATIONAL, :
LLC :
Defendants. :

To: Freshtec Food Processing
Equipment International, LLC
1562 Treasure Lake
DuBois, PA 15801

NOTICE OF FILING JUDGMENT

Notice is hereby given that a judgment has been entered against you for possession of the Equipment (as defined in Plaintiff's Complaint and in the Praeclipe for Default Judgment attached hereto), and in the amount of \$118,729.48, plus additional attorneys' fees as they accrue, costs of suit, interest, and such other relief as the Court deems just and proper.

Copies of all documents filed with the Prothonotary/Clerk of Courts, Civil Division, in support of the within judgment are enclosed.

Prothonotary/Clerk of Courts, Civil Division

BY: Walt Shaffer 11/4/09

If you have any questions regarding this Notice, please contact the filing party:

Jennifer D. Gould, Esquire, 3600 Horizon Boulevard, Suite 200, Trevose, Pennsylvania 19053
215-638-9330; 215-638-2867f

(This Notice is given in accordance with Pa.R.Civ.P. 236)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger to	:	
ICB Leasing Corp.	:	
	Plaintiff,	:
v.	:	NO. 08-2222-CD
	:	
RYCOLE WELDING INNOVATIONS, INC. and	:	
LARRY J. SALONE and FRESHTEC FOOD	:	
PROCESSING EQUIPMENT INTERNATIONAL,	:	
LLC	:	
	Defendants.	:

To: Rycole Welding Innovations, Inc.
1562 Treasure Lake
DuBois, PA 15801

NOTICE OF FILING JUDGMENT

Notice is hereby given that a judgment has been entered against you for possession of the Equipment (as defined in Plaintiff's Complaint and in the Praeclipe for Default Judgment attached hereto); and in the amount of \$118,729.48, plus additional attorneys' fees as they accrue, costs of suit, interest, and such other relief as the Court deems just and proper.

Copies of all documents filed with the Prothonotary/Clerk of Courts, Civil Division, in support of the within judgment are enclosed.

Prothonotary/Clerk of Courts, Civil Division

BY: William L. Johnson 11/14/09

If you have any questions regarding this Notice, please contact the filing party:

Jennifer D. Gould, Esquire, 3600 Horizon Boulevard, Suite 200, Trevose, Pennsylvania 19053
215-638-9330; 215-638-2867f

(This Notice is given in accordance with Pa.R.Civ.P. 236)

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

SOVEREIGN BANK, Successor-by-Merger to :
ICB Leasing Corp. :
Plaintiff, :
v. : NO. 08-2222-CD
RYCOLE WELDING INNOVATIONS, INC. and :
LARRY J. SALONE and FRESHTEC FOOD :
PROCESSING EQUIPMENT INTERNATIONAL, :
LLC :
Defendants. :

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action Complaint with Notice to Plead filed in the above-captioned matter on November 18, 2008.

LAMM RUBENSTONE LLC

By:


Jennifer D. Gould, Esquire

Attorney ID No. 80988

3600 Horizon Boulevard, Suite 200

Trevose, PA 19053

(215) 638-9330

(215) 638-2867 - facsimile

Attorneys for Plaintiff

393827_1

FILED NOCC
m/11/30/09 1 Compl.
FEB 13 2009 Rescheduled
S William A. Shaw
Prothonotary/Clerk of Courts
to Atty
600 Atty pd 7.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2222-CD

SOVEREIGN BANK, SUCCESSOR BY MERGER
vs
RYCOLE WELDING INNOVATIONS, INC. al
COMPLAINT & NOTICE

SERVICE # 1 OF 1

MARY
TREVORSE

215-638-9330

SERVE BY: 03/15/2009 HEARING: PAGE: 105297

DEFENDANT: LARRY J. SALONE
ADDRESS: 1562 TREASURE LAKE
DUBOIS, PA 15801

ALTERNATE ADDRESS POSS. SEC. 13 LOT 119

SERVE AND LEAVE WITH: DEFENDANT ONLY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 3/2/09 - 2:27pm - 1/4 3-3-09 - 1:30pm
N/H left NOTICE

SHERIFF'S RETURN

NOW, 9th DAY OF MAR, 09 AT 9:53 AM / PM SERVED THE WITHIN

COMPLAINT & NOTICE ON LARRY J. SALONE, DEFENDANT

BY HANDING TO DAVE HOPKINS, ESO. ATTORNEY FOR DEF.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 11. 2nd ST CLEARFIELD, PA.

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & NOTICE FOR LARRY J. SALONE

AT (ADDRESS) _____

FILED

019-0330
MAR 09 2009

William A. Shaw
Prothonotary/Clerk of Courts

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LARRY J. SALONE

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Chester A. Hawkins
SHERIFF Deputy Signature

CHESTER A. HAWKINS

Print Deputy Name

SHERIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104960
NO: 08-2222-CD
SERVICES 3
COMPLAINT & NOTICE

PLAINTIFF: SOVEREIGN BANK, Successor by merger
vs.
DEFENDANT: RYCOLE WELDING INNOVATIONS, INC. al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	LAMM	105215	30.00
SHERIFF HAWKINS	LAMM	105215	52.23

5
FILED
01245cm
MAR 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

1st
Service

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105297
NO: 08-2222-CD
SERVICES 1
COMPLAINT & NOTICE

PLAINTIFF: SOVEREIGN BANK, SUCCESSOR BY MERGER

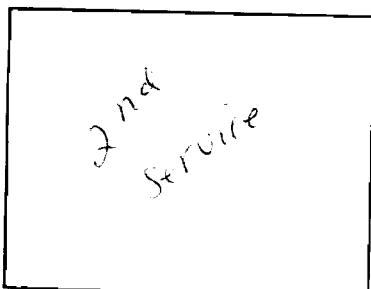
vs.

DEFENDANT: RYCOLE WELDING INNOVATIONS, INC. al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	LAMM	106153	10.00
SHERIFF HAWKINS	LAMM	106153	52.22



Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

5
FILED
01245cm
MAR 24 2009

William A. Shaw
Sheriff of Clearfield Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SOVEREIGN BANK, successor by merger to : NO. 08-2222-CD
ICB Leasing Corp., Plaintiff

RYCOLE WELDING INNOVATIONS, INC., :
And LARRY J. SALONE and FRESHTEC :
FOOD PROCESSING EQUIPMENT :
INTERNATIONAL, LLC, Defendants :
INTERNATIONAL, LLC, Defendants :

S FILED NO CC.
m 111:50 am
MAR 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendants in the above
captions matter.



Thomas G. Wagner, Esq.
Supreme Court ID #17404
Meyer & Wagner
115 Lafayette Street
St. Marys, Pa. 15857
(814) 781-3445 - phone
(814) 834-9076 - fax

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger
to ICB Leasing Corp.
Plaintiff,

vs.

RYCOLE WELDING INNOVATIONS,
INC. and LARRY J. SALONE and
FRESHTEC FOOD PROCESSING
EQUIPMENT INTERNATIONAL LLC,
Defendants.

FILED No. CL
m/11/50cm (6)
APR 08 2009
S

: CIVIL ACTION - LAW
: NO. 08-2222
: TYPE OF PLEADING: William A. Shaw
: ANSWER Prothonotary/Clerk of Courts
: FILED ON BEHALF OF:
: Rycole Welding Innovations, Inc.
: COUNSEL OF RECORD FOR THIS
: PARTY:
: Thomas G. Wagner
: Supreme Court I.D. No. 17404
: Richard R. Brown, Jr.
: Supreme Court I.D. No. 206278
: Meyer & Wagner
: 115 Lafayette Street
: St. Marys, Pennsylvania 15857
: (814) 781-3445
: COUNSEL OF RECORD FOR
: SOVEREIGN BANK:
: Jennifer D. Gould, Esq.
: 3600 Horizon Boulevard, Suite 200
: Trevose, PA 19053

DATED: April 7, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger :
to ICB Leasing Corp.,
Plaintiff, : CIVIL ACTION

vs. : NO. 08-2222

RYCOLE WELDING INNOVATIONS, INC. :
and LARRY J. SALONE and FRESHTEC
FOOD PROCESSING EQUIPMENT :
INTERNATIONAL LLC,
Defendants. :
:

ANSWER

NOW come Defendants, Rycole Welding Innovations, Inc., Larry J. Salone and Freshtec Food Processing Equipment International LLC., who answers Plaintiff's Complaint as follows:

1. DENIED. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averment set forth in numbered paragraph 1 of Plaintiff's Complaint.
2. ADMITTED.
3. ADMITTED.
4. DENIED. Freshtec Food Processing Equipment International, L.L.C. was a Pennsylvania limited liability company with a registered office at 602-609 West DuBois Avenue, DuBois, Pennsylvania 15801.
5. ADMITTED.
6. ADMITTED.
7. ADMITTED.

8. DENIED. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averment set forth in numbered paragraph 8 of Plaintiff's Complaint.
9. The foregoing allegations of this Answer are incorporated by reference.
10. ADMITTED.
11. ADMITTED.
12. ADMITTED.
13. DENIED. The averments of numbered paragraph 13 of Plaintiff's Complaint are conclusions of law with respect to which no responsive pleading is required.
14. DENIED. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment set forth in numbered paragraph 14 of Plaintiff's Complaint. By way of further answer, the averments of numbered paragraph 14 of Plaintiff's Complaint are conclusions of law with respect to which no responsive pleading is required.
15. The foregoing allegations of this Answer are incorporated by reference.
16. DENIED. The averments of numbered paragraph 16 of Plaintiff's Complaint are conclusions of law with respect to which no responsive pleading is required.
17. DENIED. Rycole has no control over the Equipment because its landlord, Kushequa Development Corporation, has wrongfully locked Rycole out of the commercial property where the Equipment is stored.
18. DENIED. The estimated value of the Equipment is \$20,000.
19. DENIED By reason of the wrongful act of the landlord described above, Rycole cannot deliver possession.

20. The foregoing allegations of this Answer are incorporated by reference.

21. DENIED. The averments of numbered paragraph 21 of Plaintiff's Complaint are conclusions of law with respect to which no responsive pleading is required. Furthermore, because of the landlord's wrongful act described above, Rycole cannot interfere with Plaintiff's property rights.

22. DENIED. The averments of numbered paragraph 21 of Plaintiff's Complaint are conclusions of law with respect to which no responsive pleading is required.

23. DENIED for reasons set forth in paragraph 17 of Plaintiff's Complaint.

24. DENIED for reasons set forth in paragraph 17 of Plaintiff's Complaint.

WHEREFORE, Defendants respectfully request this Honorable Court to dismiss the Complaint.



Thomas G. Wagner, Esq.
Meyer and Wagner
115 Lafayette Street
St. Marys, Pennsylvania
(814) 781-3445
Fax (814) 834-9076

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger :
to ICB Leasing Corp.,
Plaintiff, : CIVIL ACTION

vs. : NO. 08-2222

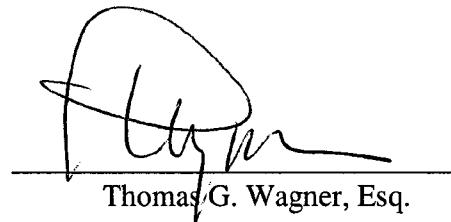
RYCOLE WELDING INNOVATIONS, INC. :
and LARRY J. SALONE and FRESHTEC
FOOD PROCESSING EQUIPMENT :
INTERNATIONAL LLC,
Defendants. :
:

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a true and correct copy of the
Answer to Plaintiff's Complaint by regular mail upon the following:

Jennifer D. Gould, Esq.
3600 Horizon Boulevard, Suite 200
Trevose, PA 19053

Date: April 7, 2009

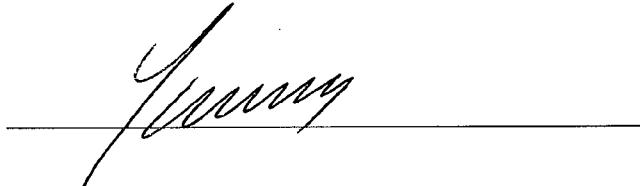


Thomas G. Wagner, Esq.

VERIFICATION

I, Larry Salone, President of Rycole Welding Innovations, Inc., having read the foregoing Answer to Complaint, verify that the statements made therein are true and correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

A handwritten signature in black ink, appearing to read "Larry Salone", is written over a horizontal line.

Date: _____ 4/7/09 _____

FILED
NO
11113601
SEP 03 2010
PA
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger:
to ICB Leasing Corp.

Plaintiff :

NO. 08-2222-CD

v.
RYCOLE WELDING INNOVATIONS,
INC., LARRY J. SALONE and
FRESHTEC FOOD PROCESSING
EQUIPMENT INTERNATIONAL, LLC

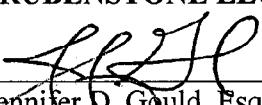
Defendants.

SUGGESTION OF BANKRUPTCY

TO THE PROTHONOTARY:

It is hereby suggested of record that the above-captioned matter is stayed **as against** Defendant, **Lawrence J. Salone, ONLY**, with respect to the Civil Action Complaint, pursuant to 11 U.S.C. §362 by reason of the filing by said Defendant for protection under Chapter 7 of the U.S. Bankruptcy Code, at Case No. 10-70890-JAD, in the Bankruptcy Court for the Western District of Pennsylvania.

LAMM RUBENSTONE LLC

By: 

Jennifer D. Gould, Esquire
Attorney for Plaintiff

Dated: 9/1/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SOVEREIGN BANK, Successor-by-Merger:
to ICB Leasing Corp.

Plaintiff, :	
v. :	NO. 08-2222-CD
RYCOLE WELDING INNOVATIONS, :	
INC., LARRY J. SALONE and :	
FRESHTEC FOOD PROCESSING :	
EQUIPMENT INTERNATIONAL, LLC :	
Defendants. :	

CERTIFICATE OF SERVICE

I hereby certify that on the date written below I caused to be served a true and correct copy of the foregoing Suggestion of Bankruptcy, via first class mail, postage prepaid, on the following party:

Lawrence J. Salone
1562 Treasure Lake
DuBois, PA 15801

Francis E. Corbett
Calaiaro & Corbett, P.C.
Grant Building, Suite 1105
310 Grant Street
Pittsburgh, PA 15219-2230

Thomas G. Wagner, Esquire
Meyer & Wagner
115 LaFayette Street
Saint Marys, PA 15857

LAMM RUBENSTONE LLC

By: 
Jennifer D. Gould, Esquire
Attorney for Plaintiff

Dated: 9/11/10