

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: \_\_\_\_\_  
Type of Pleading: Notice to Defend  
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 Rubenstone LLC  
3600 Horizon Blvd., Suite 200  
Trevoze, PA 19053

(Address)

215-638-9330/215-638-2867

(Phone)

[Signature]  
(Signature)

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NOV 18 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
3cc Sheriff  
1cc Atty

Feb. 13, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
[Signature]  
Deputy Prothonotary

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. :

**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 ABOGADO, 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 Rubenstone 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 ¼" 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. ½" 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**

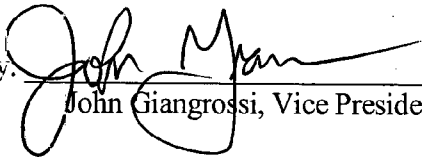
By: \_\_\_\_\_

  
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 related 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 (herein 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. **DISCLAIMER 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 1/30<sup>th</sup> 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 Lessee 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-CANCELLABLE LEASE.** THIS LEASE CANNOT BE CANCELLED BY LESSEE DURING THE TERM HEREOF.

6. **LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE.** If within ninety (90) days from the date Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessee (in form satisfactory to Lessor) for all purposes of this Lease, Lessor may, on ten (10) days' written notice to Lessee, terminate this Lease and its obligations to Lessee.

7. **TITLE: PERSONAL PROPERTY.** The Equipment is, and shall at all times remain, the property of Lessor, and Lessee shall have no right, title or interest therein except as herein set forth. If Lessor supplies Lessee with labels indicating that the Equipment is owned by Lessor, Lessee shall affix such labels to and keep them in a prominent place on the Equipment. Lessee hereby authorizes Lessor to insert in this Lease the serial numbers, and other identification data, of Equipment when determined by Lessor. In order to perfect Lessor's security interest in the Equipment in the event this Lease is determined to be a security agreement, Lessee here grants Lessor a security interest in the Equipment and authorizes Lessor, at Lessee's expense, to cause this Lease, or any statement or other instrument in respect of this Lease showing the interest of Lessor in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and grants Lessor the right to execute Lessee's name thereto. Lessee agrees to pay or reimburse Lessor for its administrative costs and out of pocket expenses relating to any searches undertaken by Lessor or any filings or taxes arising from the filing of any such instrument or statement. Lessee shall at its expense protect and defend Lessor's title to the Equipment against all persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever including but not limited to liens, attachments, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall execute or obtain from third parties and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder.

The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become, in any manner affixed or attached to real property or any improvements thereon.

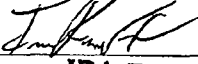
8. **CARE, USE, LOCATION AND ALTERATION.** Lessee, at its own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order, shall use the Equipment lawfully and shall not alter the Equipment without Lessor's prior written consent. Lessee represents that the Equipment shall be used by Lessee solely for business purposes. If the manufacturer of the Equipment has provided Lessee with a standard maintenance schedule, such schedule will constitute minimum maintenance compliance and Lessee, upon request, will supply Lessor with evidence of such compliance. The Equipment shall not be removed from the Equipment location shown on the face of this Lease or on any attached Schedule, without Lessor's written consent. Lessor shall have the right to inspect the Equipment at any reasonable time.

9. **REDELIVERY.** Upon expiration or earlier termination of this Lease or any Schedule hereto as to any Equipment, Lessee shall return the Equipment, freight prepaid, to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof only excepted, in a manner and to a location within the continental United States. If upon such expiration or termination the Lessee does not immediately return the Equipment to the Lessor, the Equipment shall continue to be held and leased hereunder, and this Lease shall thereupon be extended for successive ninety (90) day periods for its fair market rental value not to exceed the monthly equivalent of the periodic installment of rent with respect to such Equipment, as determined by Lessor, subject to the right of either Lessee or Lessor to terminate this Lease upon thirty (30) days' written notice, whereupon Lessee shall forthwith deliver the Equipment to Lessor as set forth in this paragraph.

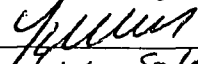
10. **RISK OF LOSS.** Lessee shall bear all risks of loss of and damage to Equipment from any cause; occurrence of such loss or damage shall not relieve Lessee of any obligation hereunder. In the event of loss or damage, Lessee, at its option, provided it is not in default hereunder, otherwise at Lessor's option, shall: (a) place the damaged Equipment in good repair, condition and working order; or (b) replace lost or damaged Equipment with like Equipment in good repair, condition and working order with documentation creating clear title thereto in Lessor; or (c) pay to Lessor the then present value computed at four (4%) percent per annum of both the unpaid balance of the aggregate rent reserved under this Lease, plus the value of Lessor's residual interest in the Equipment. Upon Lessor's receipt of such payment, Lessee and/or lessee's insurer shall be entitled to Lessor's interest in said item for salvage purposes, in its then condition and location, as is, without warranty, express or implied.

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

LESSOR: ICB LEASING CORP.

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

LESSEE: Rysole Welding Innovations, Inc.

By:  Dated: \_\_\_\_\_  
Name: **Rysole Welding Innovations, Inc.**  
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 (a) 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 SUBLET 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.** This 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 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. **FAKED 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



<b>MASTER EQUIPMENT LEASE NUMBER</b> <span style="font-size: 1.2em; margin-left: 100px;">003-3000589</span>	<b>SCHEDULE NUMBER</b> <span style="font-size: 1.2em; margin-left: 10px;">001</span>
--	---

**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

**ADVANCE RENTALS**

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

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: [Signature]

Dated: 11/18/05

Name: IRA Z. ROMOFF  
Title: DIRECTOR OF LEASING

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

**LESSEE: Rysole Welding Innovations, Inc.**

By: [Signature]

Dated: [Signature]

Name: Larry Solari  
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:

[Signature]







## 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: \_\_\_\_\_

Name: Amy D Foote

Address: PO Box 550

St Marys, PA 15857

**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, [Signature], 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\_\_.

[Signature]  
(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 DEPT. OF  
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

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:

114

7500 6628 1000 0510 0072

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

Postmark  
Here

Sent To Rycole 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

7008 0150 0001 8299 0071

**U.S. Postal Service™**  
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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

7008 0150 0001 8299 0088

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

For delivery information visit our website at [www.usps.com](http://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 # 2 OF 3

SERVE BY: 12/18/2008

HEARING:

PAGE: 104960

DEFENDANT:

LARRY J. SALONE

ADDRESS:

1562 TREASURE LAKE

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

William A. Shaw  
Prothonotary/Clerk of Courts  
OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

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

COMPLAINT & NOTICE ON LARRY J. SALONE, DEFENDANT

BY HANDING TO DAVID Hopkins 1 Attorney

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

ADDRESS SERVED 100 MEADOWS Lane DUBOIS, Pa 15801

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT & NOTICE FOR LARRY J. SALONE

AT (ADDRESS)

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 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Neri  
Deputy Signature

Jerome M. Neri  
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

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

**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. Nex / wib*  
Deputy Signature

Jerome M. Nex / wib  
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

SERVICE # 1 OF 3

SERVE BY: 12/18/2008

HEARING:

PAGE: 104960

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

OCCUPIED

ATTEMPTS

**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. Nexling*  
Deputy Signature

Jerome M. Nexling  
Print Deputy Name

FILED  
 m/ 1:05 PM  
 JAN 14 2009  
 William A. Shaw  
 Prothonotary/Clerk of Court  
 Att'y pd. 20.00  
 ICC - Notice to Def.  
 ICC to Att'y  
 (11)

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.	:	

**PRAECIPE FOR DEFAULT JUDGMENT**

Please enter judgment in favor of Plaintiff and against Defendants, Rycole Welding Innovations, Inc. and Freshtec Food Processing Equipment International, LLC for want of an answer to Plaintiff's Complaint.

Judgment should be entered 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 and for possession of the Equipment consisting of the following:

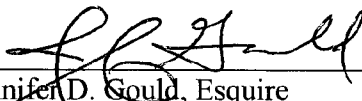
- (1) A-202 LVD forming shear, Model #JS25/10, 48" wide, 100 ton. Lag floor mount. Hydraulic operation, with complete controls. 480VAC 3ph.
- (1) A-202 Accupress, Model #710010 48" wide brake. 120 degree operation ¼" material thickness, 480 VAC 3ph., with oiler and pressure regulator. All safety guarding.
- (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. ½" thick plate. Includes tooling package for above specifications, in 1/8" increments.

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.

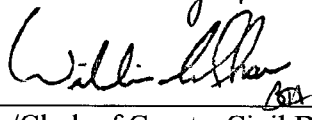
  X   Pursuant to Pa.R.Civ.P. 237.1, I certify that written notice of the intention to file this Praeipe was mailed or delivered to the party against whom judgment is to be entered and to his/her attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the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

Respectfully submitted,  
**LAMM RUBENSTONE LLC**

By: \_\_\_\_\_

  
Jennifer D. Gould, Esquire  
Attorney K.D. 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.

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

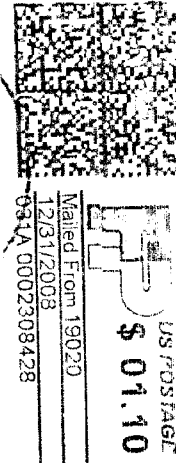
**LAMM RUBENSTONE LLC**

By:

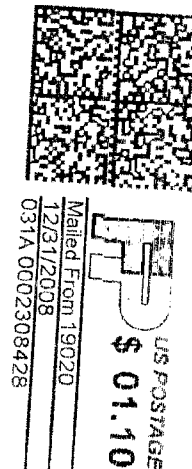
  
\_\_\_\_\_  
Jennifer D. Gould, Esquire  
Identification No. 80988  
3600 Horizon Boulevard, Suite 200  
Trevose, PA 19053  
(215) 638-9330  
Attorneys for Plaintiffs

cc: David J. Hopkins, Esquire

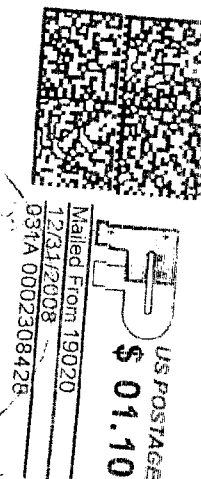
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED TO PROVIDE F			
<p>R</p> <p><b>LAMM RUBENSTONE LLC</b></p> <p>3600 HORIZON BOULEVARD</p> <p>SUITE 200</p> <p>TREVOSE, PA 19053-4900</p>			
<p>One piece of ordinary mail addressed to:</p> <p><b>Rycole Welding Innovations, Inc.</b></p> <p>c/o Larry J. Salone, President</p>			
<p><b>1562 Treasure Lake</b></p> <p><b>DuBois, PA 15801</b></p>			
PS Form 3817, January 2001			



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED TO PROVIDE F			
<p>Receiver</p> <p><b>LAMM RUBENSTONE LLC</b></p> <p>3600 HORIZON BOULEVARD</p> <p>SUITE 200</p> <p>TREVOSE, PA 19053-4900</p>			
<p>One piece of ordinary mail addressed to:</p> <p><b>Larry J. Salone</b></p>			
<p><b>1562 Treasure Lake</b></p> <p><b>DuBois, PA 15801</b></p>			
PS Form 3817, January 2001			



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED TO PROVIDE F			
<p>Receiver</p> <p><b>LAMM RUBENSTONE LLC</b></p> <p>3600 HORIZON BOULEVARD</p> <p>SUITE 200</p> <p>TREVOSE, PA 19053-4900</p>			
<p>One piece of ordinary mail addressed to:</p> <p><b>Freshtec Food Processing Equipment</b></p> <p><b>International, LLC</b></p> <p><b>1562 Treasure Lake</b></p> <p><b>DuBois, PA 15801</b></p>			
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.

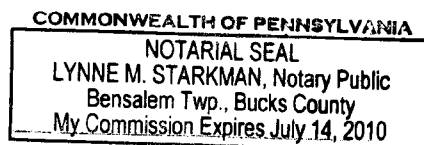
**LAMM RUBENSTONE LLC**

By:

  
Jennifer D. Gould, Esquire  
Attorneys for Plaintiff

Sworn to and Subscribed before me  
this 3<sup>rd</sup> day of June, 2009.

  
Notary Public



CCP

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 Praecipe 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. Hays 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, Trevoise, Pennsylvania 19053  
215-638-9330; 215-638-2867f

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

Copy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

v.

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

Defendants.

NO. 08-2222-CD

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

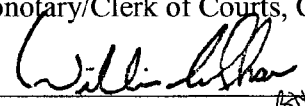
**NOTICE OF FILING JUDGMENT**

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 Praecipe 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:

 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, Trevoise, 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.	:	

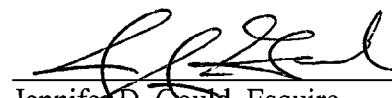
**PRAECIPE TO REINSTATE COMPLAINT**

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

**FILED** NOCC  
m/11/30/08 1 Compl.  
FEB 13 2009 Reinstated  
S William A. Shaw to Atty  
Prothonotary/Clerk of Courts  
66 Atty ad 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

SERVE BY: 03/15/2009

HEARING:

PAGE: 105297

MARY  
TREVASE.

215-638-9330

DEFENDANT:

LARRY J. SALONE

ADDRESS:

1562 TREASURE LAKE

DUBOIS, PA 15801

LOT 1 A ← Sect

↓  
225

375-0770

ALTERNATE ADDRESS

POSS. SEC. 13 LOT 119

55 turn (R) - TURN

(L) onto DAVY CRT -  
4th House on Right

SERVE AND LEAVE WITH: DEFENDANT ONLY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

3/2/09 - 2:27 PM - N/A 3-3-09 - 1:30 PM

N/A left NOTICE

**SHERIFF'S RETURN**

NOW, 9<sup>TH</sup> DAY OF MAR., 09 AT 9:53 AM / PM SERVED THE WITHIN

COMPLAINT & NOTICE ON LARRY J. SALONE, DEFENDANT

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

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

ADDRESS SERVED 1 N. 2<sup>ND</sup> ST CLEARFIELD, PA.

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT & NOTICE FOR LARRY J. SALONE

AT (ADDRESS) \_\_\_\_\_

**FILED**

019:0309  
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 Name

SHERIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

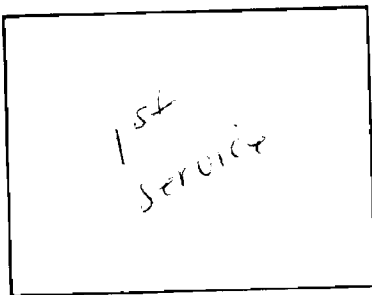
DOCKET # 104960  
NO: 08-2222-CD  
SERVICES 3  
COMPLAINT & NOTICE

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

SHERIFF RETURN

RETURN COSTS

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



FILED  
012:45pm  
MAR 24 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

A handwritten signature in cursive, appearing to read "Chester A. Hawkins".

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

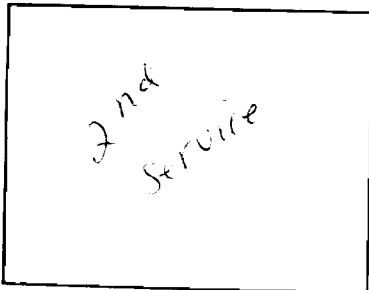
DOCKET # 105297  
NO: 08-2222-CD  
SERVICES 1  
COMPLAINT & NOTICE

PLAINTIFF: SOVEREIGN BANK, SUCCESSOR BY MERGER  
vs.  
DEFENDANT: RYCOLE WELDING INNOVATIONS, INC. et 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

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

\_\_\_\_\_

So Answers,

A handwritten signature in cursive, appearing to read "Chester A. Hawkins".

Chester A. Hawkins  
Sheriff

9  
FILED  
012:456m  
MAR 24 2009  
William A. Shaw  
Notary Public for Clearfield County, PA

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

*S* FILED No CC.  
m/11:50am  
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  
captioned 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.

CIVIL ACTION - LAW

NO. 08-2222

TYPE OF PLEADING:  
ANSWER

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

FILED No CC.  
m/11:50am @K  
APR 08 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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.

A handwritten signature in black ink, appearing to read 'T. Wagner', is written over a horizontal line.

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

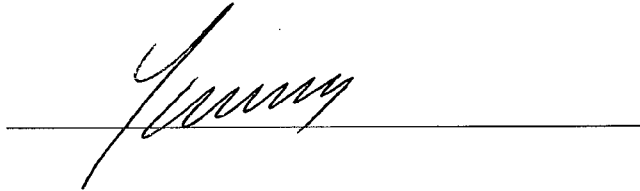
Date: April 7, 2009

  
\_\_\_\_\_  
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 cursive script, appearing to read "Larry Salone", is written over a horizontal line.

Date: \_\_\_\_\_ 4/7/09 \_\_\_\_\_

FILED

SEP 03 2010

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, :

v. :

NO. 08-2222-CD

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

Defendants. :

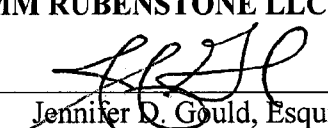
**SUGGESTION OF BANKRUPTCY**

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

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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  
Calaiano & 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: \_\_\_\_\_

9/1/10