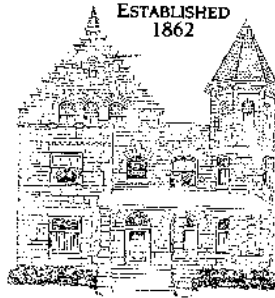


McCORMICK LAW FIRM

WILLIAM E. NICHOLS
DAVID R. BAHL
WILLIAM L. KNECHT
J. DAVID SMITH
ROBERT A. ECKENRODE
JOANNE C. LUDWIKOWSKI
CARL E. BARLETT
SEAN P. ROMAN
KENNETH B. YOUNG
RICHARD F. SCHLUTER



PLEASE REPLY TO
P.O. BOX 577

RETIRED
H. CLAY MCCORMICK

PAUL W. REEDER
1950-1995

OF COUNSEL
DEAN R. FISHER

April 19, 2000

RE: NCB VS. BLOOM-PENN
EXECUTION NO. 32-98

Harry A. Roadarmel, Jr.,
Columbia County Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

Dear Sheriff Roadarmel:

In connection with the above matter, please be advised that the airplane which was the subject of the levy in the above matter has been voluntarily sold by J & J Flying Club and the proceeds paid over to Northern Central Bank on account of its debt.

Accordingly, would you please return the Writ of Execution in the above matter as not further executed.

Very truly yours,

McCORMICK LAW FIRM

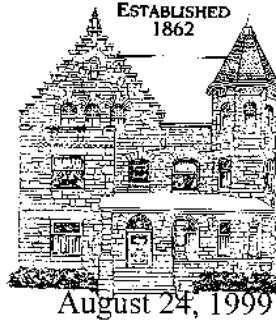
By 
William L. Knecht, Esquire

WLK/slf

cc: Mr. Denny H. Shaffer, Vice President

MCCORMICK LAW FIRM

WILLIAM E. NICHOLS
DAVID R. BAHL
WILLIAM L. KNECHT
J. DAVID SMITH
ROBERT A. ECKENRODE
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JENNIFER C. CONCINO
RICHARD F. SCHLUTER



PLEASE REPLY TO
P.O. BOX 577

RETIRED
H. CLAY MCCORMICK

PAUL W. REEDER
1950-1995

OF COUNSEL
DEAN R. FISHER

**RE: NORTHERN CENTRAL BANK VS.
BLOOM-PENN CONTRACTORS, INC. ET AL
COLUMBIA COUNTY NO. 613 OF 1997**

Mr. Harry A. Roadarmel, Jr., Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

Dear Sheriff Roadarmel:

In connection with the above matter, enclosed please find a copy of the Superior Court's Order of August 20, 1999 reversing the decision of the Columbia County Court in the above matter with respect to Northern Central Bank's levy on an airplane and reinstating the levy.

If no appeal is taken by the defendants within thirty (30) days, I will be back in touch with you as to what the Bank's intentions are at that point with respect to possible sale of the airplane.

Very truly yours,

MCCORMICK LAW FIRM

By Bill Knecht
William L. Knecht, Esquire

WLK/slf

Encl:

cc: Mr. Denny H. Shaffer, Vice President

NORTHERN CENTRAL BANK,

Appellant

v.

BLOOM-PENN CONTRACTORS, INC.
WILMINGTON INK, JONATHAN GIRTON,
J & J FLYING CLUB,

Appellees

IN THE SUPERIOR COURT OF
PENNSYLVANIA

No. 1206 Harrisburg 1998

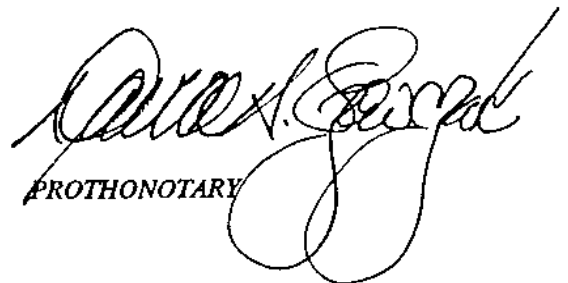
Appeal from the Order entered June 16, 1998
in the Court of Common Pleas of Columbia County,
Civil, No. 613 of 1997.

BEFORE: DEL SOLE, STEVENS, JJ. and CIRILLO, P.J.E.

J U D G M E N T

*ON CONSIDERATION WHEREOF, it is now here ordered and
adjudged by this Court that the judgment of the Court of
Common Pleas of Columbia County be, and the same
is hereby Reversed; Remanded. Jurisdiction Relinquished.*

BY THE COURT:


PROTHONOTARY

Dated: August 20, 1999

NORTHERN CENTRAL BANK,

Appellant

v.

BLOOM-PENN CONTRACTORS, INC.
WILMINGTON INK, JONATHAN GIRTON,
J & J FLYING CLUB,

Appellees

IN THE SUPERIOR COURT OF
PENNSYLVANIA

No. 1206 Harrisburg 1998

Appeal from the Order entered June 16, 1998
in the Court of Common Pleas of Columbia County,
Civil, No. 613 of 1997.

BEFORE: DEL SOLE, STEVENS, JJ. and CIRILLO, P.J.E.

MEMORANDUM:

FILED AUG 20 1998

Bloom-Penn Contractors ("B-P") borrowed \$200,000 from Northern Central Bank ("the Bank") in 1993. The debt was guaranteed by Wilmington Ink, Inc. ("Wilmington") and Jonathan Girton¹. B-P defaulted on the debt and the Bank obtained a Confessed Judgment in the amount of \$79,902.07 on April 28, 1997. The Bank levied on, *inter alia*, an airplane believed to be owned by Wilmington. J & J Friends Flying Club ("J & J") objected to the levy. The sheriff determined that the airplane was properly titled in the name of J & J. The Bank took exception to this determination, contending that the transfer of the airplane from Wilmington to J & J was a fraudulent conveyance. After a hearing on the matter, the trial court determined that

¹ Girton is the president of B-P and Wilmington.

the transfer was valid because at the time of the transfer, Wilmington was not insolvent. The Bank now appeals.

The sole issue in this case is whether the transfer of the airplane from Wilmington to J & J was a fraudulent conveyance and thus may be set aside. If the transfer is set aside, the airplane will be subject to execution by the Bank to satisfy the debt guaranteed by Wilmington.

The Pennsylvania Uniform Fraudulent Transfer Act ("PUFTA") defines a fraudulent transfer as follows:

A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

12 Pa.C.S.A. § 5105.

In this case, the transfer of the airplane occurred on April 1, 1997 when Girton signed a Bill of Sale selling the airplane to J & J for \$1. J & J is a "flying club" founded on April 1, 1997 by Girton, his brother and another friend. The conveyance was registered with the Federal Aviation Administration on April 30, 1997.

PUFTA defines a debtor as "a person who is liable on a claim." 12 Pa.C.S.A. § 5101(b). It is undisputed that Wilmington, as a guarantor, was liable to the Bank on the debt. Further, it is undisputed that the debt was incurred before the transfer of the airplane. It is also undisputed that the \$1

sale price was not a reasonable value for the airplane. Thus, the only debatable issue is whether Wilmington was insolvent at the time of the transfer or became insolvent as a result of the transfer.

The trial court found:

There was no testimony indicating that at the time of the filing of the Confession of Judgment that Wilmington Ink, Inc. was indeed insolvent. The transfer of the plane, under these facts, did not render the corporation insolvent.

Trial Court Opinion, 6/16/98, at 2.

We disagree. PUFTA defines insolvency as follows: "[a] debtor is insolvent if, at fair valuations, the sum of a debtor's debts is greater than all of the debtor's assets." 12 Pa.C.S.A. § 5102(a). The testimony at the hearing established that Wilmington's only assets, aside from the airplane, were a bank account of approximately \$1500, and a Jeep valued at approximately \$720. N.T., 6/2/98, at 24-25,30. The airplane had a book value of approximately \$29,000. N.T., 6/2/98, at 72. Thus, including the airplane, the assets possessed by Wilmington at the time of the transfer totaled less than \$32,000. The total debt owed to the Bank was approximately \$70,000. Clearly, Wilmington fell under the statutory definition of insolvency. This point was conceded by Girton at the hearing:

Q [Bank counsel]: Mr. Girton, on April 1, 1997 when you purportedly transferred title of this airplane, did Wilmington Ink have the ability to pay Northern Central Bank's \$69,000?

A [Girton]: No.

N.T., 6/2/98, at 38.

Accordingly, the transfer of the airplane for \$1 by Wilmington, an insolvent debtor, was a fraudulent conveyance as to the Bank, Wilmington's creditor. Thus, we reverse the order of the trial court and remand with instructions to reinstate the Bank's levy on the airplane.

Order reversed. Case remanded. Jurisdiction relinquished.

McCORMICK LAW FIRM

Established 1862

835 West Fourth Street

P.O. Box 577

Williamsport, Pennsylvania 17703

717/326-5131

FAX: 717/326-5529

May 15, 1997

WILLIAM E. NICHOLS
DAVID R. BAHL
WILLIAM L. KNECHT
J. DAVID SMITH
ROBERT A. ECKENRODE
JOANNE C. LUDWIKOWSKI
R. MATTHEW PATCH
SEAN P. ROMAN
KENNETH B. YOUNG
JENNIFER C. CONCINO

PLEASE REPLY TO
P.O. BOX 577

RETIRE
H. CLAY McCORMICK
PAUL W. REEDER

OF COUNSEL
DEAN R. FISHER
CARL E. BARLETT

**RE: NORTHERN CENTRAL BANK
V. BLOOM-PENN CONTRACTORS**

Tami B. Kline, Prothonotary
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

Harry A. Roadarmel, Jr., Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

Dear Ms. Kline and Sheriff Roadarmel:

Pursuant to Pennsylvania Rule of Civil Procedure 3206 (b) enclosed for filing with respect to each of your respective offices is the original and one copy of an Objection to the Sheriff's Determination of Ownership of the property claim of J & J Flying Club.

Would each of you please return to me in the enclosed self-addressed stamped envelopes a file stamped copy of the Objection to Sheriff's Determination evidencing receipt of the same in your respective office.

Very truly yours,

McCORMICK LAW FIRM

By 
William L. Knecht, Esquire

WLK/slf
Encl:

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
vs. : CIVIL ACTION - LAW
BLOOM-PENN CONTRACTORS, : NO. 97-CV-613
INC., JONATHAN GIRTON : E.D. NO. 31 of 1997
and WILMINGTON INK, INC., :
Defendants : CONFESSION OF JUDGMENT

**PLAINTIFF'S OBJECTION TO SHERIFF'S PROPERTY
CLAIM DETERMINATION**

TO Prothonotary:

Please enter objection on behalf of the plaintiff Northern Central Bank to the sheriff's determination of ownership of a Taylorcraft Airplane, Model F21B, I.D. No. N4417N, Ser. 1509 as being owned by J & J Friends Flying Club.

MCCORMICK LAW FIRM

By 

William L. Knecht, Esquire
I.D. No. 06794
Attorney for Northern
Central Bank
835 West Fourth Street
Williamsport, PA 17701
(717) 326-5131

DATED: May 16, 1997.

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
:
vs. : CIVIL ACTION - LAW
:
BLOOM-PENN CONTRACTORS, : NO. 97-CV-613
INC., JONATHAN GIRTON : E.D. NO. 31 of 1997
and WILMINGTON INK, INC., :
Defendants : CONFESSION OF JUDGMENT

PLAINTIFF'S OBJECTION TO SHERIFF'S PROPERTY
CLAIM DETERMINATION

TO Prothonotary:

Please enter objection on behalf of the plaintiff Northern Central Bank to the sheriff's determination of ownership of a Taylorcraft Airplane, Model F21B, I.D. No. N4417N, Ser. 1509 as being owned by J & J Friends Flying Club.

MCCORMICK LAW FIRM

By 

William L. Knecht, Esquire
I.D. No. 06794
Attorney for Northern
Central Bank
835 West Fourth Street
Williamsport, PA 17701
(717) 326-5131

DATED: May 16, 1997.

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION 97- SMF-000031 TO ME DIRECTED
BY THE COURTS, THERE WILL BE SOLD AT PUBLIC SALE, ON
MONDAY JUNE 30, 1997 AT 10 : 00 O'CLOCK A M AT
THE PLACE RAILROAD STREET
MILLVILLE, PA 17846 IN THE BOROUGH
OF MILLVILLE COUNTY OF COLUMBIA AND STATE OF
PENNSYLVANIA, THE FOLLOWING ARTICLES OF PERSONAL PROPERTY, TO WIT:

1995 CHEVY WINNEBAGO

REG# HF28278

MOD NO. WCG32WQ

VIN# 1GBLP37NXS3317012

TOGETHER WITH ALL OTHER ARTICLES FOUND AND BELONGING TO THE
DEFENDANT(S) AND NOT ENUMBERATED:

SEIZED AND TAKEN INTO EXECUTION AS THE PROPERTY OF
BLOOM PENN CONTRACTORS AT RAILROAD STREET
MILLVILLE, PA 17846

AND TO BE SOLD BY HARRY A ROADARMEL JR, SHERIFF OF COLUMBIA
COUNTY, BLOOMSBURG, PA 17815 (717-389-5622).

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION 97- SMF-000031 TO ME DIRECTED
BY THE COURTS, THERE WILL BE SOLD AT PUBLIC SALE, ON
MONDAY JUNE 30, 1997 AT 10 : 00 O'CLOCK A M AT
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MILLVILLE, PA 17846

AND TO BE SOLD BY HARRY A ROADARMEL JR, SHERIFF OF COLUMBIA
COUNTY, BLOOMSBURG, PA 17815 (717-389-5622).

CGSEI91-343801-MVR 06/16/97 08:28:10 - 06/16/97 08:28:09 SCJVKHGFFJ55

RESPONSE FROM PENNSYLVANIA BUREAU OF MOTOR VEHICLES

LIC: HF28278. EXPIRES: 0697.
VMA: CHEV/WINNEBAGO. YR: 95.
TLP: 48705731.
REG GR WT: 16500. COMB GR WT: 00000.
VIN: 1GBLP37NXS3317012 .
OWN: GIRTON, JONATHAN
RD 1 BOX 213B
MILLVILLE PA. 17846 COUNTY CODE: 19

SUSPENSION/REVOCATION: NO

*** TYPE CODE ***	*** MEANING ***
A =====	RETURNED CHECK
C =====	CAT FUND STOP
F =====	INSURANCE CANCELLATION
I =====	REVOCATION

HARRY A. ROADARMEL JR.
COLUMBIA COUNTY SHERIFF
P.O. BOX 380
BLOOMSBURG, PENNA. 17815

717-389-5622

PLAINTIFF:

NORTHERN CENTRAL BANK

EXECUTION DOCKET NO: 31-97

JUDGEMENT DOCKET NO: 613-97

AMOUNT OF JUDGEMENT: 79,902.07

AMOUNT OF COSTS:

INTEREST FROM JUDGEMENT:

POUNDAGE: 2%

TOTAL

DEFENDANT

Jonathan Ginton

PERSONAL PROPERTY LEVIED UPON

Winnebago Adventure PA REG. HF-25278

Mod Spa, WCG 32 WQ Ser No. 106655269617

LOCATED ON FAER FARM, P.D., MILLVILLE, PA

Diplomat, Taylorcraft, Mod. F21B

I.D. No. N4417N Ser. 1509

PROPERTY CLAIM

Northern Central Bank

PLAINTIFF: Jonathon Girton,
Bloom-Penn Contractors
Wilmington INK, Inc.

J.D. NO. 613CV97

DEFENDANT:

E.D. NO. 31 of 1977

TO THE SHERIFF:

1. The property listed below and levied upon by the Sheriff in this case is NOT the property of the defendant but is the property of the undersigned. A list of the claimed property and the values thereof are:

LIST OF PROPERTY:

VALUE:

Airplane, single wing, Taylorcraft, Model F21B, \$30,000 est.
~~I.D. No. N4417N, Ser. 1509.~~

2. The claimant obtained title to the property as follows:

Purchased by J&J Friends Flying Club, Millville, PA., on April 1, 1997
for \$1.00.

Date: 5-8-97

Joseph E. Mann
Claimant--Title
J&J Flying Club

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 389-5622

24 HOUR PHONE
(717) 784-6100

*William L. Knecht, ESQ.
McCormick Law Firm
835 W. Fourth Street
P.O. Box 577
Williamsport, PA 17703*

In the Court of Common Pleas of
Columbia County

E.D. 31 of 1997 *Northern Central Bank*
VS

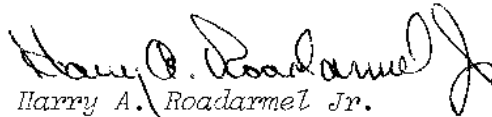
J.D. 613CV97 *Jonathon, Girton,
Bloom-Penn Contractors
Wilmington INK, Inc.*

TO THE DEFENDANT AND ALL OTHER PARTIES OF INTEREST:

SHERIFF'S DETERMINATION

*Concerning an Airplane, single wing, Taylorcraft, Model F21B, I.D. No. N4417N,
Ser. No. 1509.*

Unless any Execution Creditor or Defendant files an objection to this
DETERMINATION within (10) days from the mailing date of this notice with
the Columbia County Prothonotary and Sheriff's office, the Sheriff ~~will~~
will not sell the property owned by the property owned by the Claimant and
Defendant: *Jonathon Girton, Bloom-Penn Contractors and Wilmington INK, Inc.*


Harry A. Roadarmel Jr.
Sheriff of Columbia County

Date: May 13, 1997

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 389-5622

24 HOUR PHONE
(717) 784-6100

SHERIFF'S NOTICE

Northern Central Bank

VS

Jonathon Girton, Bloom-Penn Contractors
and Wilmington INK, Inc.

NO. 623 term, 1997 CV
31 of 1997 E.D.

To All Parties in Interest:

You are hereby notified that a property claim, a copy of which is attached hereto, has been filed by J & J Flying Club claiming the property listed therein. Unless an appraisal of the property is requested within ten (10) days from the date of this notice, the Sheriff without making an appraisal will accept the value of the property set forth in the claim.

Date: May 13, 1997

Harry A. Roadarmel Jr.
Harry A. Roadarmel Jr. Sheriff

PROPERTY CLAIM

Northern Central Bank

PLAINTIFF: Jonathon Girton,
Bloom-Penn Contractors
Wilmington INK, Inc.

J.D. NO. 613CV97

DEFENDANT:

E.D. NO. 31 of 1977

TO THE SHERIFF:

1. The property listed below and levied upon by the Sheriff in this case is NOT the property of the defendant but is the property of the undersigned. A list of the claimed property and the values thereof are:

LIST OF PROPERTY:

VALUE:

Airplane, single wing, Taylorcraft, Model F21B, \$30,000 est.
~~I.D. No. N4417N, Ser. 1509.~~

2. The claimant obtained title to the property as follows:

~~Purchased by J&J Friends Flying Club, Millville, PA., on April 1, 1997
for \$1.00.~~

Date: 5-8-97

Joseph E. Mann
Claimant--Title

J&J Friends Flying club

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 1,00 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER

41417N

AIRCRAFT MANUFACTURER & MODEL

FAIRBANKS C-21B

AIRCRAFT SERIAL No

1509

DOES THIS DAY OF 41 1997
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write in This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS

(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

Joe Friends Flying Club

20 State Str.

Box 380

W.ville PA 17846

DEALER CERTIFICATE NUMBER N/A

AND TO THE EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF

IN TESTIMONY WHEREOF

HAVE SET

HAND AND SEAL THIS

DAY OF 41 1997

SELLER

NAME (S) OF SELLER
(TYPED OR PRINTED)

SIGNATURE (S)
(IN INK) (IF EXECUTED
FOR CO-OWNERSHIP, ALL MUST
SIGN.)

TITLE
(TYPED OR PRINTED)

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

**PURCHASER'S COPY (This copy must be signed in ink if
submitted to the FAA.)**

This phone reporting burden for this collection of information is estimated to average 15 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to OMB and the FAA at the following addresses:

Office of Management and Budget
Paperwork Reduction Project
(2120-0042)
Washington, D.C. 20503

- and -

U.S. Department of Transportation
Federal Aviation Administration
Office of Aviation System Standards
FAA Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, OK 73125-0504

AIRCRAFT BILL OF SALE INFORMATION

PREPARATION: Prepare this form in duplicate. Except for signatures, all data should be typewritten or printed. Signatures must be in ink. The name of the purchaser must be identical to the name of the applicant shown on the application for aircraft registration.

When a trade name is shown as the purchaser or seller, the name of the individual owner or co-owners must be shown along with the trade name.

If the aircraft was not purchased from the last registered owner, conveyances must be submitted completing the chain of ownership from the last registered owner, through all intervening owners, to the applicant.

REGISTRATION AND RECORDING FEES: The fee for issuing a certificate of aircraft registration is \$5.00. An additional fee of \$5.00 is required when a conditional sales contract is submitted in lieu of bill of sale as evidence of ownership along with the application for aircraft registration (\$5.00 for the issuance of the certificate, and \$5.00 for recording the lien evidenced by the contract). The fee for recording a conveyance is \$5.00 for each aircraft listed thereon. (There is no fee for issuing a certificate of aircraft registration to a governmental unit or for recording a bill of sale that accompanies an application for aircraft registration and the proper registration fee.)

MAILING INSTRUCTIONS:

If this form is used, please mail the original or copy which has been signed in ink to the FAA Aircraft Registration, P.O. Box 25504, Oklahoma City, Oklahoma 73125-0504.

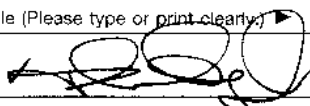
PRIVACY ACT OF 1974 (PL 93-579) requires that users of this form be informed of the authority which allows the solicitation of the information and whether disclosure of such information is mandatory or voluntary; the principal purpose for which the information is intended to be used; the routine uses which may be made of the information gathered; and the effects, if any, of not providing all or any part of the requested information.

The Federal Aviation Act of 1958 requires the registration of each United State civil aircraft as a prerequisite to its operation. The applicant for registration must submit evidence of ownership that meets the requirements prescribed in Part 47 of the Federal Aviation Regulations.

This form identifies the aircraft being purchased, and provides space for purchaser and seller identification and signature. This is intended only to be a suggested bill of sale form which meets the recording requirements of the Federal Aviation Act, and the regulations issued thereunder. In addition to these requirements, the form of bill of sale should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes.

The following routine uses are made of the information gathered:

- (1) To support investigative efforts of investigation and law enforcement agencies of Federal, state, and foreign governments.
- (2) To serve as a repository of legal documents used by individuals and title search companies to determine the legal ownership of an aircraft.
- (3) To provide aircraft owners and operators information about potential mechanical defects or unsafe conditions of their aircraft in the form of airworthiness directives.
- (4) To provide supporting information in court cases concerning liability of individual in law suits.
- (5) To serve as a data source for management information of production of summary descriptive statistics and analytical studies in support of agency functions for which the records are collected and maintained.
- (6) To respond to general requests from the aviation community or the public for statistical information under the Freedom of Information Act or to locate specific individuals or specific aircraft for accident investigation, violation, or other safety related requirements.
- (7) To provide data for the automated aircraft registration master file.
- (8) To provide documents for microfiche record.
- (9) To provide data for development of the aircraft registration statistical system.
- (10) To prepare an aircraft register in magnetic tape and publication form required by ICAO agreement containing information on aircraft owners by name, address, N-Number, and type aircraft, used for internal FAA safety program purposes and also available to the public (individuals, aviation organizations, direct mail advertisers, state and local governments, etc.) upon payment of user charges reimbursing the Federal Government for its costs.

Form SS-4		Application for Employer Identification Number		EIN File Fox	
(Rev. December 1995) Department of the Treasury Internal Revenue Service		(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)		OMB No. 1545-0003	
▶ Keep a copy for your records.					
Please type or print clearly.	1 Name of applicant (Legal name) (See instructions.) JJ + FRIENDS FLYING CLUB ASSOCIATION				
	2 Trade name of business (if different from name on line 1) JJ + FRIENDS FLYING CLUB		3 Executor, trustee, "care of" name N/A		
	4a Mailing address (street address) (room, apt., or suite no.)		5a Business address (if different from address on lines 4a and 4b)		
	4b City, state, and ZIP code		5b City, state, and ZIP code Millville PA 17846		
	6 County and state where principal business is located Columbia Pennsylvania				
	7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) ▶ 205-60-2948 Phillip A GIRDON				
8a Type of entity (Check only one box.) (See instructions.)					
<input type="checkbox"/> Sole proprietor (SSN) <input type="checkbox"/> Estate (SSN of decedent)					
<input type="checkbox"/> Partnership <input type="checkbox"/> Personal service corp. <input type="checkbox"/> Plan administrator-SSN					
<input type="checkbox"/> REMIC <input type="checkbox"/> Limited liability co. <input type="checkbox"/> Other corporation (specify) ▶					
<input type="checkbox"/> State/local government <input type="checkbox"/> National Guard <input type="checkbox"/> Trust <input type="checkbox"/> Farmers' cooperative					
<input type="checkbox"/> Other nonprofit organization (specify) ▶ (enter GEN if applicable)					
<input checked="" type="checkbox"/> Other (specify) ▶ ASSOCIATION					
8b If a corporation, name the state or foreign country (if applicable) where incorporated N/A State Foreign country					
9 Reason for applying (Check only one box.)					
<input type="checkbox"/> Started new business (specify) ▶ <input checked="" type="checkbox"/> Banking purpose (specify) ▶ CHECKING ACCOUNT					
<input type="checkbox"/> Hired employees <input type="checkbox"/> Changed type of organization (specify) ▶					
<input type="checkbox"/> Created a pension plan (specify type) ▶ <input type="checkbox"/> Purchased going business					
<input type="checkbox"/> Created a trust (specify) ▶ <input type="checkbox"/> Other (specify) ▶					
10 Date business started or acquired (Mo., day, year) (See instructions.) 1-7-97					
11 Closing month of accounting year (See instructions.) DECEMBER					
12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) ▶ N/A					
13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter -0-. (See instructions.) ▶					
Nonagricultural Agricultural Household					
0 0 0					
14 Principal activity (See instructions.) ▶ AIRCRAFT ASSOCIATION					
15 Is the principal business activity manufacturing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
If "Yes," principal product and raw material used ▶					
16 To whom are most of the products or services sold? Please check the appropriate box. <input type="checkbox"/> Business (wholesale) <input type="checkbox"/> Public (retail) <input checked="" type="checkbox"/> Other (specify) ▶ <input type="checkbox"/> N/A					
17a Has the applicant ever applied for an identification number for this or any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Note: If "Yes," please complete lines 17b and 17c.					
17b If you checked "Yes" on line 17a, give applicant's legal name and trade name shown on prior application, if different from line 1 or 2 above.					
Legal name ▶ Trade name ▶					
17c Approximate date when and city and state where the application was filed. Enter previous employer identification number if known.					
Approximate date when filed (Mo., day, year): City and state where filed Previous EIN					
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.					
Business telephone number (include area code) 717-458-5321					
Fax telephone number (include area code)					
Name and title (Please type or print clearly.) ▶ Phillip A GIRDON principal officer					
Signature ▶  Date ▶ 1/7/97					
Note: Do not write below this line. For official use only.					
Please leave blank ▶ Geo. Ind. Class Size Reason for applying					



Columbia County
Farmers National Bank

NEW ACCOUNT
APPLICATION:

BLOOMSBURG
ORANGEVILLE
SOUTH CENTRE

BENTON
MILLVILLE
LIGHTSTREET

DATE: 2/1/97

TYPE: Checking

NAME:

SEC. SEC. NUMBER

JJ & Friends Flying Club Association

CO-OWNER

RELATIONSHIP

NA Phillip A. Clinton

205 60 2948

ADDRESS

P.O. Box 711 36 State St.

Millville Pa.

WT. 4886671

HOME TELEPHONE

BUSINESS TELEPHONE

MARITAL STATUS

NA

EMPLOYER

EMPLOYER ADDRESS

NAME MOTHER OR SPOUSE

NA

OF CHILDREN

CCFNB STOCKHOLDER

Yes

No X

OF DEPENDENTS

MANDATORY INFORMATION (Confidential)

Home (Indicate One):

☒ Own

☐ Rent

☐ Other

Income Range (Indicate One)

☐ Up to \$10,000/yr.

☐ \$10,000 to \$20,000/yr.

☒ Over \$20,000/yr.

Date of Birth

02/03/70

Month/Day/Year

PRESENT ACCOUNTS AT THIS BANK:

☒ Checking

☐ Savings

☐ Stockholder

☐ Safe Deposit Box #

☐ Trust ID #

☐ Certificate of Deposit

☐ Check Loan

☐ Loans

☐ Mortgage

☐ Master Card

☐ Visa

ACCOUNT #

FOR BANK USE ONLY

Special Instructions:

ARRY A. ROADARMEL JR
COLUMBIA COUNTY SHERIFF
P.O. BOX 380
BLOOMSBURG, PENNA. 17815

717-389-5622

PLAINTIFF:

NORTHERN CENTRAL BANK

EXECUTION DOCKET NO: 31-97

JUDGEMENT DOCKET NO:

DEFENDANT

Jonathan Girdon

AMOUNT OF JUDGEMENT:

AMOUNT OF COSTS:

INTEREST FROM JUDGEMENT:

POUNDAGE: 2%

TOTAL

PERSONAL PROPERTY LEVIED UPON

Winnebago-Adventure

Pa. Reg. HF-25278

Mod. Ser. WCG 32 WQ Ser. No. 106655269617

Located on FARR FARM, P.D., MILLVILLE, PA

Diplomat, Taylor 104T. Mod. FZ1B

J.D. No. N4417N Ser. 1509

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 309-5622

24 HOUR PHONE
(717) 784-6300

William L. Knecht
McCormick Law Firm
835 W. Fourth Street
P.O. Box 577
Williamsport, PA 17703

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, COMMONWEALTH
OF PENNA.

NO. 613 CV 97

WRIT OF EXECUTION 37 of 1997

SERVICE ON Jonathon Girton, Bloom-Penn Contractors and Wilmington INK, Inc.

ON May 5, 1997 AT 1105 AM, A TRUE AND ATTESTED COPY OF

THE WITHIN WRIT OF EXECUTION AND A TRUE COPY OF THE NOTICE OF EXECUTION WAS

SERVED ON THE DEFENDANT, personally on Jonathon Girton for Bloom Penn Contractors
and Wilmington INK, Inc.

AT State Street, Millville, PA BY ~~DEPUTY~~ SHERIFF Harry A. Roadarmel Jr.

SERVICE WAS MADE BY HANDING SAID WRIT OF EXECUTION AND
NOTICE OF EXECUTION TO Jonathon Girton

SO ANSWERS:

~~DEPUTY SHERIFF~~

FOR:

Harry A. Roadarmel Jr.
HARRY A. ROADARMEL, JR. SHERIFF

Sworn and subscribed before me

this 13th day of

May 1997

Sarah J. Hower
Sarah J. Hower

NOTARIAL SEAL
SARAH HOWER, Notary Public
Bloomsburg, Columbia County PA
My Commission Expires June 21, 1999

WRIT OF EXECUTION — (MONEY JUDGMENTS)

Rules P.R.C.P. 3101 to 3149

NORTHERN CENTRAL BANK,
Plaintiff

vs

BLOOM-PENN CONTRACTORS, INC.
JONATHAN GIRTON and WILMINGTON
INK, INC.,
Defendants

IN THE COURT OF COMMON PLEAS OF
~~LYCOMING~~ COUNTY, PENNSYLVANIA
COLUMBIA

Exec. No.

31-ED-97

Orig. No.

613-CV-97

WRIT OF EXECUTION
(MONEY JUDGMENTS)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ~~LYCOMING~~ COLUMBIA

TO THE SHERIFF OF COLUMBIA COUNTY, PENNA.

To satisfy the judgment, interest and costs against BLOOM-PENN CONTRACTORS, INC.

JONATHAN GIRTON and WILMINGTON INK, INC. Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;
SEE EXHIBIT "A" ATTACHED HERETO:

(2) You are also directed to attach the property of the defendant not levied upon in the possession of

as Garnishee(s)

(Specifically describe property)

and to notify the Garnishee(s) that

(a) an attachment has been issued:

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 79,902.07

Interest from April 15, 1997 \$

Total \$ 79,902.07

Plus costs as per endorsement hereon.

Dated 4/28/1997
(SEAL)

Prothonotary, Court of Common Pleas of
~~Lycoming~~ County, Pennsylvania
Columbia

By:

Deputy

EXHIBIT A TO WRIT OF EXECUTION
IN THE MATTER OF NORTHERN CENTRAL BANK V.
BLOOM-PENN CONTRACTORS, INC., JONATHAN GIRTON and
WILMINGTON INK, INC.

Please levy upon all motor vehicles, machinery, equipment, inventory and other personal property of every nature whatsoever owned by the defendant Bloom-Penn Contractors, Inc. or which it is in possession of, together with all motor vehicles and other personal property of every nature whatsoever owned by the defendant Jonathan Girton.

In addition, please levy upon a Taylorcraft F21B airplane, N4417N and believed to be Serial Number F1509, owned by the defendant Wilmington Ink, Inc. and which is believed to be located at the Bloomsburg Airport, together with any and all other personal property of any nature whatsoever owned by the defendant Wilmington Ink, Inc.

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	
	:	
BLOOM-PENN CONTRACTORS, INC.	:	NO.
JONATHAN GIRTON and	:	
WILMINGTON INK, INC.,	:	
Defendants	:	
	:	CIVIL ACTION - LAW

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. A summary of some of the major exemptions follows. You may have other exemptions or rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Prothonotary
Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815
Telephone No. (717) 389-5618

IF YOU CANNOT AFFORD A LAWYER, CONTACT:

Susquehanna Legal Services, Inc.
168 East 5th Street
Bloomsburg, PA 17815
Telephone No. (717) 784-8760

McCORMICK LAW FIRM

By William L. Knecht
William L. Knecht, Esquire
Attorney for Plaintiff
I. D. No. 06794
835 West Fourth Street
P. O. Box 577
Williamsport, PA 17703
(717) 326-5131

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	NO.
	:	
BLOOM-PENN CONTRACTORS, INC.,	:	
JONATHAN GIRTON and	:	
WILMINGTON INK, INC.,	:	
Defendants	:	
	:	CIVIL ACTION - LAW

TO THE SHERIFF OF COLUMBIA COUNTY:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

_____ (a) I desire that my \$300 statutory exemption be
 (i) set aside in kind (specify property to be set
 aside in kind):

_____ (b) (ii) paid in cash following the sale of the property
 levied upon;

OR

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

_____ (a) my \$300 statutory exemption: _____ in cash: _____ in kind
 (specify property)

_____ (b) Social Security benefits on deposit in the amount of
 \$_____.

_____ (c) Other (specify amount and basis of exemption):

I request a prompt hearing to determine the exemption. Notice of the hearing should be given to me at:

 Telephone

 Address

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: _____

Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF COLUMBIA COUNTY:

Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815
Telephone No. (717) 389-5622

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption.
2. Bibles, school books, sewing machines, uniforms, and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
vs. : CIVIL ACTION - LAW
BLOOM-PENN CONTRACTORS, : NO. 97-CV-613
INC., JONATHAN GIRTON :
and WILMINGTON INK, INC., : CONFESSION OF JUDGMENT
Defendants :

NOTICE OF ENTRY OF JUDGMENT

TO: Bloom-Penn Contractors, Inc. Jonathan Girton
P.O. Box 90 P.O. Box 280
Bloomsburg, PA 17815 Millville, PA 17846
Wilmington Ink, Inc.
P.O. Box 90
Bloomsburg, PA 17815

THE COMMONWEALTH OF PENNSYLVANIA REQUIRES THAT NOTICE OF ANY MONEY JUDGMENT BE GIVEN TO THE PARTY AGAINST WHOM THE JUDGMENT IS ENTERED. THEREFORE, PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE NO. 236 YOU ARE HEREBY NOTIFIED THAT ON THIS DAY A JUDGMENT WAS ENTERED AGAINST YOU IN THE OFFICE OF THE PROTHONOTARY OF COLUMBIA COUNTY, PENNSYLVANIA, IN THE AMOUNT OF \$79,902.07 BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED IN YOUR RESPECTIVE PROMISSORY NOTE, CHANGE IN TERMS AGREEMENT AND COMMERCIAL GUARANTIES, WHICH YOU GAVE TO NORTHERN CENTRAL BANK.

BY THE PROTHONOTARY

Sam B. Kline / mkl

DATED: *April 28*, 1997.

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
BLOOM-PENN CONTRACTORS,	:	NO. 97-CV-613
INC., JONATHAN GIRTON	:	
and WILMINGTON INK, INC.,	:	CONFESSION OF JUDGMENT
Defendants	:	

**NOTICE UNDER RULE 2958.3 of JUDGMENT and
EXECUTION THEREON**

NOTICE OF DEFENDANT'S RIGHTS

TO: Bloom-Penn Contractors, Inc.	Jonathan Girton
P.O. Box 90	P.O. Box 280
Bloomsburg, PA 17815	Millville, PA 17846
Wilmington Ink, Inc.	
P.O. Box 90	
Bloomsburg, PA 17815	

FILED
PROTHONOTARY
CLERK OF COURTS OFFICE
APR 28 10 37 AM '97

A judgment in the amount of \$79,902.07 has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The court has issued a writ of execution which directs the sheriff to take your money or other property owned by you to pay the judgment.

If your money or property has been taken, you have the right to get the money or property back if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment.

You have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right you must immediately fill out

and sign the petition to strike the judgment which accompanies the writ of execution and deliver it to the Sheriff of Columbia County at 35 West Main Street, Bloomsburg, Pennsylvania 17815.

IT IS IMPORTANT THAT YOU ACT PROMPTLY. IT WILL BE TOO LATE TO REGAIN YOUR PROPERTY IF YOU WAIT UNTIL AFTER THE PROPERTY HAS BEEN SOLD BY THE SHERIFF OR TURNED OVER TO THE PLAINTIFF.

YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOUR OR YOU MAY LOSE YOUR RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Prothonotary
Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815
(717) 389-5618

IF YOU CANNOT AFFORD A LAWYER, CONTACT:

Susquehanna Legal Services
168 East 5th Street
Bloomsburg, PA 17815
(717) 784-8760

McCORMICK LAW FIRM

DATED: April 24, 1997

By William L. Knecht
William L. Knecht, Esquire
I.D. No. 06794
Attorney for Plaintiff

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
vs. : CIVIL ACTION - LAW
BLOOM-PENN CONTRACTORS, : NO. 97-CV-613
INC., JONATHAN GIRTON :
and WILMINGTON INK, INC., : CONFESSION OF JUDGMENT
Defendants :

PETITION TO STRIKE JUDGMENT

REQUEST FOR PROMPT HEARING

I hereby certify that I did not voluntarily, intelligently and knowingly give up my rights to notice and hearing prior to the entry of judgment. I petition the court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

Notice of the hearing should be given to me at

Street Address

City, State

Telephone Number

DATED: _____

Defendant (s)

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
BLOOM-PENN CONTRACTORS,	:	NO. 97-CV-613
INC., JONATHAN GIRTON	:	
and WILMINGTON INK, INC.,	:	CONFESSION OF JUDGMENT
Defendants	:	

PRAECIPE TO ENTER JUDGMENT BY CONFESSION

TO THE PROTHONOTARY:

In accordance with the authority contained in Pennsylvania Rule of Civil Procedure 2956 and pursuant to the Complaint hereto attached, the authority in the warrants attached thereto and pursuant to the Confession of Judgment filed herewith, enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$79,902.07.

McCORMICK LAW FIRM

By William L. Knecht
William L. Knecht, Esquire
Attorney for Plaintiff

FILED
PROTHONOTARY
CLERK OF COURTS OFFICE
APR 28 10 37 AM '97

DATED: April 24, 1997.

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
 Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
 :
 vs. : CIVIL ACTION - LAW
 :
 BLOOM-PENN CONTRACTORS, : NO. 97-CV-613
 INC., JONATHAN GIRTON :
 and WILMINGTON INK, INC., : CONFESSION OF JUDGMENT
 Defendants :

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorneys contained in the subject Promissory Note, Change in Terms Agreement and Commercial Guaranties, copies of which are attached to the Complaint and Confession of Judgment filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against the Defendants as follows

Principal balance	\$67,735.38
Interest accrued through April 15, 1997	\$1,066.90
Late charges	\$4,219.56
Attorney's commission of 10 per cent of the unpaid principal balance and accrued interest	\$6,880.23

TOTAL \$79,902.07

MCCORMICK LAW FIRM

By William J. McCormick
 Attorney for Defendants

DATED: April 24, 1997.

FILED
 PROthonotary
 CLERK OF COURT'S OFFICE
 APR 28 10 37 AM '97

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
vs.	:	CIVIL ACTION - LAW
BLOOM-PENN CONTRACTORS,	:	NO. 97-CV-613
INC., JONATHAN GIRTON	:	
and WILMINGTON INK, INC.,	:	CONFESSION OF JUDGMENT
Defendants	:	

COMPLAINT IN CONFESSION OF JUDGMENT

1. The Plaintiff, Northern Central Bank, is a Pennsylvania banking corporation having its principal place of business at 102 West Fourth Street, Williamsport, Lycoming County, Pennsylvania 17701.

2. The Defendant, Bloom-Penn Contractors, Inc. (hereinafter referred to as Bloom-Penn) is believed to be a Pennsylvania business corporation whose last known address is believed to be P.O. Box 90, Bloomsburg, Columbia County, Pennsylvania 17815.

3. The Defendant, Jonathan Girton, (hereinafter referred to as Girton) is an adult individual whose last known address is believed to be P.O. Box 280, Millville, Columbia County, Pennsylvania 17846.

4. The Defendant, Wilmington Ink, Inc., (hereinafter referred to as Wilmington) is believed to be a Pennsylvania business corporation whose last known address is P.O. Box 90, Bloomsburg, Columbia County, Pennsylvania 17815.

5. On or about October 15, 1993, the Defendant Bloom-Penn borrowed the sum of \$200,000.00 from Plaintiff and executed a

FILED
PROthonotary
CLERK OF COURTS OFFICE
APR 28 10 37 AM '97

Promissory Note evidencing said loan. A true and correct copy of the Promissory Note is attached hereto as Exhibit "A" and is incorporated herein by reference as though fully set forth herein.

6. On or about June 26, 1995, the Defendant Bloom-Penn executed a Change in Terms Agreement with respect to the above referenced Promissory Note which reduced the monthly principal and interest payment to \$2,464.13 beginning July 15, 1995 with the balance on the loan remaining due and payable on October 15, 1996. A true and correct copy of this Change in Terms Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference as though fully set forth herein.

7. On or about October 15, 1996, the Defendant Bloom-Penn executed a Change in Terms Agreement with respect to the above referenced Promissory Note increasing the monthly payment to principal of \$5,555.56, plus interest beginning December 15, 1996 and extending the maturity date to December 15, 1997. A true and correct copy of this Change in Terms Agreement is attached hereto as Exhibit "C" and is incorporated herein by reference as though fully set forth herein.

8. On or about November 15, 1996, the Defendant Bloom-Penn executed a Change in Terms Agreement with respect to the above referenced Promissory Note reducing the montly payment to \$1,000.00 principal and interest beginning February 15, 1997 and extending the maturity date to April 15, 1997. A true and correct copy of this Change in Terms Agreement is attached hereto

as Exhibit "D" and is incorporated herein by reference as though fully set forth herein.

9. At the same time as the execution of the above referenced Promissory Note by the Defendant Bloom-Penn, the Defendant Girton executed a Commercial Guaranty in favor of Plaintiff guaranteeing payment of the above referenced Promissory Note given by the Defendant Bloom-Penn to Plaintiff. A true and correct copy of the Defendant Girton's Commercial Guaranty is attached hereto as Exhibit "E" and is incorporated herein by reference as though fully set forth herein.

10. At the same time as the execution of the above referenced Promissory Note by the Defendant Bloom-Penn, the Defendant Wilmington executed a Commercial Guaranty in favor of Plaintiff guaranteeing payment of the above referenced Promissory Note given by the Defendant Bloom-Penn to Plaintiff. A true and correct copy of the Defendant Wilmington's Commercial Guaranty is attached hereto as Exhibit "F" and is incorporated herein by reference as though fully set forth herein.

11. Pursuant to the terms of the subject Promissory Note and the last Change in Terms Agreement dated November 15, 1996, the subject Promissory Note was due and payable in full on April 15, 1997.

12. The Defendant Bloom-Penn has defaulted on its obligations under the subject Note and the last Change in Terms Agreement dated November 15, 1996 by failing to pay off the note in full on April 15, 1997. In addition, the Defendant Bloom-Penn

is in default under said Change in Terms Agreement by failing to make the monthly payment of \$1,000.00 due on March 15, 1997.

13. Pursuant to the terms of the subject Commercial Guaranties, the Defendants Girton and Wilmington absolutely and unconditionally guaranteed payment of the Defendant Bloom-Penn's above referenced Promissory Note.

14. The Defendants Girton and Wilmington have failed to pay the Defendant Bloom-Penn's Promissory Note to Plaintiff, despite demands for payment of the same.

15. As a result of the maturity of the subject Promissory Note on April 15, 1997 and the failure of all Defendants to pay to Plaintiff the balance due on said Promissory Note, and Change in Terms Agreements all Defendants are currently in default with respect to the terms of the subject Promissory Note and Change in Terms Agreement and their respective Commercial Guaranties.

16. Judgment is not being entered in this matter by confession against a natural person in connection with a consumer credit transaction.

17. Judgment has not been entered on the attached Promissory Note, Change in Terms Agreements and Commercial Guaranties in any jurisdiction.

18. There has been no assignment of the Promissory Note, Change in Terms Agreements or Commercial Guaranties by the Plaintiff to anyone.

19. The subject Promissory Note, Change in Terms Agreements and Commercial Guaranties authorize any attorney of any court of

record to appear at any time on their behalf after a default and confess judgment against them for the balance due, together with all accrued interest, costs of suit and an attorney's commission of 10 per cent on the unpaid principal balance, all as more particularly set forth in the subject Promissory Note, Change in Terms Agreements and Commercial Guaranties.

20. There is currently due and owing to the Plaintiff by the Defendants the following amounts with respect to the subject Promissory Note, Change in Terms Agreements and Commercial Guaranties:

Principal Balance	\$67,735.38
Interest through April 15, 1997	\$1,066.90
Late charges	\$4,219.56
Reasonable attorney's commission of 10 per cent of the unpaid principal balance and accrued interest	\$6,880.23
<hr/>	
TOTAL	\$79,902.07

WHEREFORE, the Plaintiff demands judgment by confession against the Defendants jointly and severally in the amount of \$79,902.07 as authorized by the Warrants of Attorney contained in the subject Promissory Note, Change in Terms Agreements and Commercial Guaranties, together with costs of suit and continuing interest at the Promissory Note rate through payment in full, including after entry of judgment until such time as all amounts

due and owing under the subject Promissory Note and Change in
Terms Agreements have been paid in full.

McCORMICK LAW FIRM

By William L. Knecht

William L. Knecht, Esquire

I.D. No. 06794

Attorney for Plaintiff

835 West Fourth Street

Williamsport, PA 17701

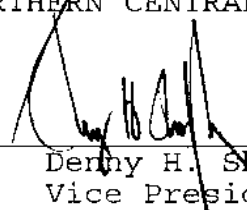
(717) 326-5131

VERIFICATION

I verify that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief, and I understand that false statements herein made are subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsifications to authorities.

NORTHERN CENTRAL BANK

By


Denny H. Shaffer,
Vice President

DATED: April 16, 1997.

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$200,000.00	10-15-1993	10-15-1996	500003		SEC	1022458	CR571	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
102 West Fourth Street
Williamsport, PA 17701

Principal Amount: \$200,000.00

Initial Rate: 7.250%

Date of Note: October 15, 1993

PROMISE TO PAY. Bloom Penn Contractors, Inc. ("Borrower") promises to pay to NORTHERN CENTRAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), together with interest on the unpaid principal balance from October 15, 1993, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 35 payments of \$6,207.74 each payment and an irregular last payment estimated at \$6,207.91. Borrower's first payment is due November 15, 1993, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 15, 1996, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, times the outstanding principal balance, times the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is Lender's Prime Rate (the "Index"). This is the rate Lender charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the lowest rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each DAY. THE MONTHLY PAYMENT WILL BE ADJUSTED ON AN ANNUAL BASIS ON THE ANNIVERSARY DATE OF THE NOTE TO REFLECT ANY INTEREST RATE CHANGES TO PROPERLY AMORTIZE THE ENTIRE LOAN OVER THE STATED TERM. IN THE EVENT OF NEGATIVE AMORTIZATION, NORTHERN CENTRAL BANK RESERVES THE RIGHT TO ADJUST THE MONTHLY PAYMENT PRIOR TO THE SCHEDULED ADJUSTMENT DATE. The Index currently is 6.000% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.250 percentage points over the Index, resulting in an initial rate of 7.250% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower's making fewer payments.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$1.00, whichever is greater.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to perform promptly at the time and strictly in the manner provided in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect. (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 6.250 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lycoming County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA, Keogh, and trust accounts. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$200,000.00		10-15-1996	30000		SEC	48291	ETS72	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
Business Lending Center
124 Old Turnpike Road
Lewisburg, PA 17837

Principal Amount: \$200,000.00

Date of Agreement: June 26, 1995

DESCRIPTION OF EXISTING INDEBTEDNESS. A \$200,000.00 Promissory Note dated October 15, 1993, Account # 48291-30000 (previously Account #1022458-500003), with a principal balance of \$96,705.42 as of this date and accrued unpaid interest due from the 15th day of June 1995.

DESCRIPTION OF CHANGE IN TERMS. The monthly principal and interest payment will be changed to \$2,464.13, beginning July 15, 1995. Borrower's final payment due October 15, 1996, will be for all principal and accrued interest not yet paid.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS AGREEMENT, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT AND ALL ACCRUED INTEREST, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT BORROWER HAS BEEN REPRESENTED BY LEGAL COUNSEL.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE AGREEMENT.

BORROWER:

Bloom Penn Contractors, Inc.

By: Jonathan Girton owner (SEAL)
Jonathan Girton, President / Owner

ATTEST:

Ch. Girton
Secretary or Assistant Secretary

(Corporate Seal)

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Coll	Collateral	Account	Officer	Initials
\$200,000.00		12-15-1997	30000		SEC	48291	ETS72	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0864787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
Business Lending Center
124 Old Turnpike Road
Lewisburg, PA 17837

COPY

Principal Amount: \$200,000.00

Date of Agreement: October 15, 1996

DESCRIPTION OF EXISTING INDEBTEDNESS. A \$200,000.00 Promissory Note dated October 15, 1993, Account # 48291-30000 (previously Account # 1022458-500003), with a principal balance of \$68,177.85 as of this date and accrued unpaid interest due from the 15th day of October, 1996.

DESCRIPTION OF CHANGE IN TERMS. The monthly payment will be changed to \$5,555.56, principal plus interest beginning December 15, 1996. Borrower's final payment due December 15, 1997, will be for all principal and accrued interest not yet paid.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS AGREEMENT, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE AGREEMENT.

BORROWER:

Bloom Penn Contractors, Inc.

By: Jonathan Gliron (SEAL)
Jonathan Gliron, President

ATTEST:

Ch. Gliron
Secretary or Assistant Secretary

(Corporate Seal)

Variable Rate, Installment.

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Term	Loan No.	Call	Account	Office	Initial
\$200,000.00	04-15-1997	3000					

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
Business Lending Center
124 Old Tumpike Road
Lewisburg, PA 17837

Principal Amount: \$200,000.00

Date of Agreement: November 15, 1996

DESCRIPTION OF EXISTING INDEBTEDNESS. A \$200,000.00 Promissory Note dated October 15, 1993, Account # 48281-30000 (previously Account # 1022458-500003), with a principal balance of \$68,177.65 as of this date and accrued unpaid interest due from the 15th day of November, 1996.

DESCRIPTION OF CHANGE IN TERMS. The monthly payment shall be adjusted to \$1,000.00, principal and interest beginning February 15, 1997. Lender reserves the right at any time and from time to time to adjust the monthly payment in the event of negative amortization. The maturity date shall be changed from December 17, 1997, to April 15, 1997, when all principal and accrued interest not yet paid shall be due and payable in full.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the release, but also to all such subsequent actions.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS AGREEMENT, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT OR A CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE AGREEMENT.

THIS AGREEMENT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

Bloom Penn Contractors, Inc.

By: Jonathan Glton (SEAL)
Jonathan Glton, President

ATTEST:

Secretary or Assistant Secretary

(Corporate Seal)

Variable Rate, Installment.

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NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
:
vs. : CIVIL ACTION - LAW
:
BLOOM-PENN CONTRACTORS, : NO. 97-CV-613
INC., JONATHAN GIRTON :
and WILMINGTON INK, INC., : CONFESSION OF JUDGMENT
Defendants :

NOTICE OF ENTRY OF JUDGMENT

TO: Bloom-Penn Contractors, Inc. Jonathan Girton
P.O. Box 90 P.O. Box 280
Bloomsburg, PA 17815 Millville, PA 17846

Wilmington Ink, Inc.
P.O. Box 90
Bloomsburg, PA 17815

THE COMMONWEALTH OF PENNSYLVANIA REQUIRES THAT NOTICE OF ANY MONEY JUDGMENT BE GIVEN TO THE PARTY AGAINST WHOM THE JUDGMENT IS ENTERED. THEREFORE, PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE NO. 236 YOU ARE HEREBY NOTIFIED THAT ON THIS DAY A JUDGMENT WAS ENTERED AGAINST YOU IN THE OFFICE OF THE PROTHONOTARY OF COLUMBIA COUNTY, PENNSYLVANIA, IN THE AMOUNT OF \$79,902.07 BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED IN YOUR RESPECTIVE PROMISSORY NOTE, CHANGE IN TERMS AGREEMENT AND COMMERCIAL GUARANTIES, WHICH YOU GAVE TO NORTHERN CENTRAL BANK.

BY THE PROTHONOTARY,

Lami B. Kline/mkl

DATED April 28, 1997.

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
 Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
 :
 vs. : CIVIL ACTION - LAW
 :
 BLOOM-PENN CONTRACTORS, : NO. 97-CV-613
 INC., JONATHAN GIRTON :
 and WILMINGTON INK, INC., : CONFESSION OF JUDGMENT
 Defendants :

NOTICE UNDER RULE 2958.3 of JUDGMENT and
EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

TO: Bloom-Penn Contractors, Inc. Jonathan Girtton
 P.O. Box 90 P.O. Box 280
 Bloomsburg, PA 17815 Millville, PA 17846

 Wilmington Ink, Inc.
 P.O. Box 90
 Bloomsburg, PA 17815

FILED
 PROTHONOTARY
 CLERK OF COURTS OFFICE
 APR 28 10 37 AM '97

A judgment in the amount of \$79,902.07 has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The court has issued a writ of execution which directs the sheriff to take your money or other property owned by you to pay the judgment.

If your money or property has been taken, you have the right to get the money or property back if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment.

You have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right you must immediately fill out

and sign the petition to strike the judgment which accompanies the writ of execution and deliver it to the Sheriff of Columbia County at 35 West Main Street, Bloomsburg, Pennsylvania 17815.

IT IS IMPORTANT THAT YOU ACT PROMPTLY. IT WILL BE TOO LATE TO REGAIN YOUR PROPERTY IF YOU WAIT UNTIL AFTER THE PROPERTY HAS BEEN SOLD BY THE SHERIFF OR TURNED OVER TO THE PLAINTIFF.

YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOUR OR YOU MAY LOSE YOUR RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Prothonotary
Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815
(717) 389-5618

IF YOU CANNOT AFFORD A LAWYER, CONTACT:

Susquehanna Legal Services
168 East 5th Street
Bloomsburg, PA 17815
(717) 784-8760

McCORMICK LAW FIRM

DATED: April 24, 1997

By William L. Knecht
William L. Knecht, Esquire
I.D. No. 06794
Attorney for Plaintiff

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
vs. : CIVIL ACTION - LAW
BLOOM-PENN CONTRACTORS, : NO. 97-CV-613
INC., JONATHAN GIRTON :
and WILMINGTON INK, INC., : CONFESSION OF JUDGMENT
Defendants :

PETITION TO STRIKE JUDGMENT

REQUEST FOR PROMPT HEARING

I hereby certify that I did not voluntarily, intelligently and knowingly give up my rights to notice and hearing prior to the entry of judgment. I petition the court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

Notice of the hearing should be given to me at

Street Address

City, State

Telephone Number

DATED: _____

Defendant(s)

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
BLOOM-PENN CONTRACTORS,	:	NO. <i>97-CV-613</i>
INC., JONATHAN GIRTON	:	
and WILMINGTON INK, INC.,	:	CONFESSION OF JUDGMENT
Defendants	:	

PRAECIPE TO ENTER JUDGMENT BY CONFESSION

TO THE PROTHONOTARY:

In accordance with the authority contained in Pennsylvania Rule of Civil Procedure 2956 and pursuant to the Complaint hereto attached, the authority in the warrants attached thereto and pursuant to the Confession of Judgment filed herewith, enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$79,902.07.

McCORMICK LAW FIRM

By *William L. Knecht*
 William L. Knecht, Esquire
 Attorney for Plaintiff

DATED: April 24, 1997.

FILED
 PROTHONOTARY
 CLERK OF COURT'S OFFICE
 APR 28 10 37 AM '97

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
BLOOM-PENN CONTRACTORS,	:	NO. 97-CV-613
INC., JONATHAN GIRTON	:	
and WILMINGTON INK, INC.,	:	CONFESSION OF JUDGMENT
Defendants	:	

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorneys contained in the subject Promissory Note, Change in Terms Agreement and Commercial Guaranties, copies of which are attached to the Complaint and Confession of Judgment filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against the Defendants as follows:

Principal balance	\$67,735.38
Interest accrued through April 15, 1997	\$1,066.90
Late charges	\$4,219.56
Attorney's commission of 10 per cent of the unpaid principal balance and accrued interest	\$6,880.23

TOTAL \$79,902.07

McCORMICK LAW FIRM

By William L. Knecht
Attorney for Defendants

DATED: April 24, 1997.

FILED
PROTHONOTARY
CLERK OF COURTS OFFICE
APR 28 10 37 AM '97

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
BLOOM-PENN CONTRACTORS,	:	NO. 97-CV-613
INC., JONATHAN GIRTON	:	
and WILMINGTON INK, INC.,	:	CONFESSION OF JUDGMENT
Defendants	:	

COMPLAINT IN CONFESSION OF JUDGMENT

1. The Plaintiff, Northern Central Bank, is a Pennsylvania banking corporation having its principal place of business at 102 West Fourth Street, Williamsport, Lycoming County, Pennsylvania 17701.

2. The Defendant, Bloom-Penn Contractors, Inc. (hereinafter referred to as Bloom-Penn) is believed to be a Pennsylvania business corporation whose last known address is believed to be P.O. Box 90, Bloomsburg, Columbia County, Pennsylvania 17815.

3. The Defendant, Jonathan Girton, (hereinafter referred to as Girton) is an adult individual whose last known address is believed to be P.O. Box 280, Millville, Columbia County, Pennsylvania 17846.

4. The Defendant, Wilmington Ink, Inc., (hereinafter referred to as Wilmington) is believed to be a Pennsylvania business corporation whose last known address is P.O. Box 90, Bloomsburg, Columbia County, Pennsylvania 17815.

5. On or about October 15, 1993, the Defendant Bloom-Penn borrowed the sum of \$200,000.00 from Plaintiff and executed a

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Promissory Note evidencing said loan. A true and correct copy of the Promissory Note is attached hereto as Exhibit "A" and is incorporated herein by reference as though fully set forth herein.

6. On or about June 26, 1995, the Defendant Bloom-Penn executed a Change in Terms Agreement with respect to the above referenced Promissory Note which reduced the monthly principal and interest payment to \$2,464.13 beginning July 15, 1995 with the balance on the loan remaining due and payable on October 15, 1996. A true and correct copy of this Change in Terms Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference as though fully set forth herein.

7. On or about October 15, 1996, the Defendant Bloom-Penn executed a Change in Terms Agreement with respect to the above referenced Promissory Note increasing the monthly payment to principal of \$5,555.56, plus interest beginning December 15, 1996 and extending the maturity date to December 15, 1997. A true and correct copy of this Change in Terms Agreement is attached hereto as Exhibit "C" and is incorporated herein by reference as though fully set forth herein.

8. On or about November 15, 1996, the Defendant Bloom-Penn executed a Change in Terms Agreement with respect to the above referenced Promissory Note reducing the montly payment to \$1,000.00 principal and interest beginning February 15, 1997 and extending the maturity date to April 15, 1997. A true and correct copy of this Change in Terms Agreement is attached hereto

as Exhibit "D" and is incorporated herein by reference as though fully set forth herein.

9. At the same time as the execution of the above referenced Promissory Note by the Defendant Bloom-Penn, the Defendant Girton executed a Commercial Guaranty in favor of Plaintiff guaranteeing payment of the above referenced Promissory Note given by the Defendant Bloom-Penn to Plaintiff. A true and correct copy of the Defendant Girton's Commercial Guaranty is attached hereto as Exhibit "E" and is incorporated herein by reference as though fully set forth herein.

10. At the same time as the execution of the above referenced Promissory Note by the Defendant Bloom-Penn, the Defendant Wilmington executed a Commercial Guaranty in favor of Plaintiff guaranteeing payment of the above referenced Promissory Note given by the Defendant Bloom-Penn to Plaintiff. A true and correct copy of the Defendant Wilmington's Commercial Guaranty is attached hereto as Exhibit "F" and is incorporated herein by reference as though fully set forth herein.

11. Pursuant to the terms of the subject Promissory Note and the last Change in Terms Agreement dated November 15, 1996, the subject Promissory Note was due and payable in full on April 15, 1997.

12. The Defendant Bloom-Penn has defaulted on its obligations under the subject Note and the last Change in Terms Agreement dated November 15, 1996 by failing to pay off the note in full on April 15, 1997. In addition, the Defendant Bloom-Penn

is in default under said Change in Terms Agreement by failing to make the monthly payment of \$1,000.00 due on March 15, 1997.

13. Pursuant to the terms of the subject Commercial Guaranties, the Defendants Girton and Wilmington absolutely and unconditionally guaranteed payment of the Defendant Bloom-Penn's above referenced Promissory Note.

14. The Defendants Girton and Wilmington have failed to pay the Defendant Bloom-Penn's Promissory Note to Plaintiff, despite demands for payment of the same.

15. As a result of the maturity of the subject Promissory Note on April 15, 1997 and the failure of all Defendants to pay to Plaintiff the balance due on said Promissory Note, and Change in Terms Agreements all Defendants are currently in default with respect to the terms of the subject Promissory Note and Change in Terms Agreement and their respective Commercial Guaranties.

16. Judgment is not being entered in this matter by confession against a natural person in connection with a consumer credit transaction.

17. Judgment has not been entered on the attached Promissory Note, Change in Terms Agreements and Commercial Guaranties in any jurisdiction.

18. There has been no assignment of the Promissory Note, Change in Terms Agreements or Commercial Guaranties by the Plaintiff to anyone.

19. The subject Promissory Note, Change in Terms Agreements and Commercial Guaranties authorize any attorney of any court of

record to appear at any time on their behalf after a default and confess judgment against them for the balance due, together with all accrued interest, costs of suit and an attorney's commission of 10 per cent on the unpaid principal balance, all as more particularly set forth in the subject Promissory Note, Change in Terms Agreements and Commercial Guaranties.

20. There is currently due and owing to the Plaintiff by the Defendants the following amounts with respect to the subject Promissory Note, Change in Terms Agreements and Commercial Guaranties:

Principal Balance	\$67,735.38
Interest through April 15, 1997	\$1,066.90
Late charges	\$4,219.56
Reasonable attorney's commission of 10 per cent of the unpaid principal balance and accrued interest	\$6,880.23
	<hr/>
TOTAL	\$79,902.07

WHEREFORE, the Plaintiff demands judgment by confession against the Defendants jointly and severally in the amount of \$79,902.07 as authorized by the Warrants of Attorney contained in the subject Promissory Note, Change in Terms Agreements and Commercial Guaranties, together with costs of suit and continuing interest at the Promissory Note rate through payment in full, including after entry of judgment until such time as all amounts

due and owing under the subject Promissory Note and Change in
Terms Agreements have been paid in full.

MCCORMICK LAW FIRM

By William L. Knecht
William L. Knecht, Esquire

I.D. No. 06794

Attorney for Plaintiff

835 West Fourth Street

Williamsport, PA 17701

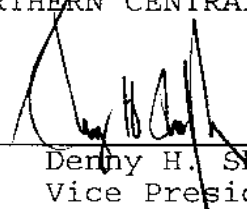
(717) 326-5131

VERIFICATION

I verify that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief, and I understand that false statements herein made are subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsifications to authorities.

NORTHERN CENTRAL BANK

By


Denny H. Shaffer,
Vice President

DATED: April 16, 1997.

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$200,000.00	10-15-1993	10-15-1996	500003		SEC	1022456	CRS77	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
102 West Fourth Street
Williamsport, PA 17701

Principal Amount: \$200,000.00

Initial Rate: 7.250%

Date of Note: October 15, 1993

PROMISE TO PAY. Bloom Penn Contractors, Inc. ("Borrower") promises to pay to NORTHERN CENTRAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), together with interest on the unpaid principal balance from October 15, 1993, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the index, Borrower will pay this loan in 35 payments of \$6,207.74 each payment and an irregular last payment estimated at \$6,207.91. Borrower's first payment is due November 15, 1993, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 15, 1996, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, times the outstanding principal balance, times the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is Lender's Prime Rate (the "Index"). This is the rate Lender charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the lowest rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each DAY. THE MONTHLY PAYMENT WILL BE ADJUSTED ON AN ANNUAL BASIS ON THE ANNIVERSARY DATE OF THE NOTE TO REFLECT ANY INTEREST RATE CHANGES TO PROPERLY AMORTIZE THE ENTIRE LOAN OVER THE STATED TERM. IN THE EVENT OF NEGATIVE AMORTIZATION, NORTHERN CENTRAL BANK RESERVES THE RIGHT TO ADJUST THE MONTHLY PAYMENT PRIOR TO THE SCHEDULED ADJUSTMENT DATE. The Index currently is 6.000% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.250 percentage points over the index, resulting in an initial rate of 7.250% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower's making fewer payments.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$1.00, whichever is greater.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to perform promptly at the time and strictly in the manner provided in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect. (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 6.250 percentage points over the index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lycoming County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA, Keogh, and trust accounts. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

Northern Central Bank

A Keystone Community Bank

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$200,000.00		10-15-1996	30000		SEC	48291	ETS72	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
Business Lending Center
124 Old Turnpike Road
Lewisburg, PA 17837

Principal Amount: \$200,000.00

Date of Agreement: June 26, 1995

DESCRIPTION OF EXISTING INDEBTEDNESS. A \$200,000.00 Promissory Note dated October 15, 1993, Account # 48291-30000 (previously Account #1022458-500003), with a principal balance of \$96,705.42 as of this date and accrued unpaid interest due from the 15th day of June 1995.

DESCRIPTION OF CHANGE IN TERMS. The monthly principal and interest payment will be changed to \$2,464.13, beginning July 15, 1995. Borrower's final payment due October 15, 1996, will be for all principal and accrued interest not yet paid.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS AGREEMENT, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT AND ALL ACCRUED INTEREST, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT BORROWER HAS BEEN REPRESENTED BY LEGAL COUNSEL.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE AGREEMENT.

BORROWER:

Bloom Penn Contractors, Inc.

By: Jonathan Girton owner (SEAL)
Jonathan Girton, President / Owner

ATTEST:

Ch. Girton
Secretary or Assistant Secretary

(Corporate Seal)

Variable Rate. Installment.

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CHANGE IN TERMS AGREEMENT

Principal \$200,000.00	Loan Date	Maturity 12-15-1997	Loan No 30000	Guar SEC	Collateral SEC	Account 48291	Officer ETS/2	Initials
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
Business Lending Center
124 Old Turnpike Road
Lewisburg, PA 17837

COPY

Principal Amount: \$200,000.00

Date of Agreement: October 15, 1996

DESCRIPTION OF EXISTING INDEBTEDNESS. A \$200,000.00 Promissory Note dated October 15, 1993, Account # 48291-30000 (previously Account #1022458-500003), with a principal balance of \$68,177.65 as of this date and accrued unpaid interest due from the 15th day of October, 1996.

DESCRIPTION OF CHANGE IN TERMS. The monthly payment will be changed to \$5,555.56, principal plus interest beginning December 15, 1996. Borrower's final payment due December 15, 1997, will be for all principal and accrued interest not yet paid.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS AGREEMENT, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE AGREEMENT.

BORROWER:

Bloom Penn Contractors, Inc.

By: Jonathan Giron (SEAL)
Jonathan Giron, President

ATTEST:

Ch. Giron
Secretary or Assistant Secretary

(Corporate Seal)

Variable Rate, Installment.

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Office	Initials
\$200,000.00	04-15-1997	04-15-1997	30000			124	1972	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
Business Lending Center
124 Old Turnpike Road
Lewisburg, PA 17837

Principal Amount: \$200,000.00

Date of Agreement: November 15, 1996

DESCRIPTION OF EXISTING INDEBTEDNESS. A \$200,000.00 Promissory Note dated October 15, 1993, Account # 48291-30000 (previously Account #1022458-600003), with a principal balance of \$68,177.65 as of this date and accrued unpaid interest due from the 15th day of November, 1996.

DESCRIPTION OF CHANGE IN TERMS. The monthly payment shall be adjusted to \$1,000.00, principal and interest beginning February 15, 1997. Lender reserves the right at any time and from time to time to adjust the monthly payment in the event of negative amortization. The maturity date shall be changed from December 17, 1997, to April 15, 1997, when all principal and accrued interest not yet paid shall be due and payable in full.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS AGREEMENT, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE AGREEMENT.

THIS AGREEMENT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

Bloom Penn Contractors, Inc.

By: Jonathan Giron (SEAL)
Jonathan Giron, President

ATTEST:

Secretary or Assistant Secretary

(Corporate Seal)

Variable Rate, Installment.

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COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call	Collateral SEC	Account 1022458	Officer CRS71	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
102 West Fourth Street
Williamsport, PA 17701

Guarantor: Jonathan Grlon
PO Box 380
Millville, PA 17846

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00).

GUARANTY. For good and valuable consideration, Jonathan Grlon ("Guarantor") absolutely and unconditionally guarantees and promises to pay to NORTHERN CENTRAL BANK ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of Bloom Penn Contractors, Inc. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

DEFINITIONS. The following words shall have the following meanings when used in this Guaranty:

Borrower. The word "Borrower" means Bloom Penn Contractors, Inc..

Guarantor. The word "Guarantor" means Jonathan Grlon.

Guaranty. The word "Guaranty" means this Guaranty between Guarantor and Lender dated October 15, 1993.

Indebtedness. The word "Indebtedness" means the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's attorneys' fees and Lender's legal expenses, whether or not suit is instituted, and attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

Lender. The word "Lender" means NORTHERN CENTRAL BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated October 15, 1993, in the original principal amount of \$200,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described above, plus all costs and expenses of (a) enforcement of this Guaranty and (b) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Lender under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other unterminted guaranties.

NATURE OF GUARANTY. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Indebtedness within the limits set forth in the preceding section of this Guaranty.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Lender from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repealed and may be for longer than the original loan term; (c) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (g) to sell, transfer, assign, or grant participations in all or any part of the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (d) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; (e) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information provided to Lender is true and correct in all material respects and fairly presents the financial condition of Guarantor as of the dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the date of the financial statements; and (f) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (a) to continue lending money or to extend other credit to Borrower; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (c) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No.	Call	Collateral SEC	Account 1022458	Officer CRS71	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
102 West Fourth Street
Williamsport, PA 17701

Guarantor: Wilmington Ink, Inc.
PO Box 90, Cross Road
Bloomsburg, PA 17815

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00).

GUARANTY. For good and valuable consideration, Wilmington Ink, Inc. ("Guarantor") absolutely and unconditionally guarantees and promises to pay to NORTHERN CENTRAL BANK ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of Bloom Penn Contractors, Inc. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

DEFINITIONS. The following words shall have the following meanings when used in this Guaranty:

Borrower. The word "Borrower" means Bloom Penn Contractors, Inc..

Guarantor. The word "Guarantor" means Wilmington Ink, Inc.

Guaranty. The word "Guaranty" means this Guaranty between Guarantor and Lender dated October 15, 1993.

Indebtedness. The word "Indebtedness" means the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's attorneys' fees and Lender's legal expenses, whether or not suit is instituted, and attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

Lender. The word "Lender" means NORTHERN CENTRAL BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated October 15, 1993, in the original principal amount of \$200,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described above, plus all costs and expenses of (a) enforcement of this Guaranty and (b) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Lender under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other unexpired guaranties.

NATURE OF GUARANTY. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Indebtedness within the limits set forth in the preceding section of this Guaranty.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of this Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Lender from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (g) to sell, transfer, assign, or grant participations in all or any part of the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (d) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; (e) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information provided to Lender is true and correct in all material respects and fairly presents the financial condition of Guarantor as of the dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the date of the financial statements; and (f) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (a) to continue lending money or to extend other credit to Borrower; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (c) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any

356167

60-196
313

LOAN CHECK

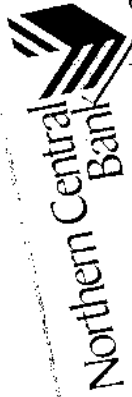
April 24, 19 97

DATE

\$300.00

Deposit on Services

300.00cts



Bloom Penn Contractors

MEMO

Sheriff

Harry Roadarmel, Columbia County

PAY

TO THE ORDER OF

Sandra L. Hornberger

AUTHORIZED SIGNATURE

SANDRA L. HORNBERGER

AUTHORIZED SIGNATURE PRINTED

356167 1:031301989: 552 180 1

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call	Collateral SEC	Account	Officer	Initials
						1022458	CRS71	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
PO Box 90, Cross Road
Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
Commercial Lending Group
102 West Fourth Street
Williamsport, PA 17701

Guarantor: Jonathan Gilton
PO Box 380
Millville, PA 17846

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00).

GUARANTY. For good and valuable consideration, Jonathan Gilton ("Guarantor") absolutely and unconditionally guarantees and promises to pay to NORTHERN CENTRAL BANK ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of Bloom Penn Contractors, Inc. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

DEFINITIONS. The following words shall have the following meanings when used in this Guaranty:

Borrower. The word "Borrower" means Bloom Penn Contractors, Inc..

Guarantor. The word "Guarantor" means Jonathan Gilton.

Guaranty. The word "Guaranty" means this Guaranty between Guarantor and Lender dated October 15, 1993.

Indebtedness. The word "Indebtedness" means the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's attorneys' fees and Lender's legal expenses, whether or not suit is instituted, and attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

Lender. The word "Lender" means NORTHERN CENTRAL BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated October 15, 1993, in the original principal amount of \$200,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described above, plus all costs and expenses of (a) enforcement of this Guaranty and (b) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Lender under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other unexpired guaranties.

NATURE OF GUARANTY. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Indebtedness within the limits set forth in the preceding section of this Guaranty.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Lender from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (g) to sell, transfer, assign, or grant participations in all or any part of the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (d) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; (e) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information provided to Lender is true and correct in all material respects and fairly presents the financial condition of Guarantor as of the dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the date of the financial statements; and (f) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (a) to continue lending money or to extend other credit to Borrower; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (c) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any

COMMERCIAL GUARANTY

P. Incipal	Loan Date	Maturity	Loan No	Call	Collateral SEC	Account 1022458	Officer CRS71	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Bloom Penn Contractors, Inc. (TIN: 24-0884787)
 PO Box 90, Cross Road
 Bloomsburg, PA 17815

Lender: NORTHERN CENTRAL BANK
 Commercial Lending Group
 102 West Fourth Street
 Williamsport, PA 17701

Guarantor: Wilmington Ink, Inc.
 PO Box 90, Cross Road
 Bloomsburg, PA 17815

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00).

GUARANTY. For good and valuable consideration, Wilmington Ink, Inc. ("Guarantor") absolutely and unconditionally guarantees and promises to pay to NORTHERN CENTRAL BANK ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of Bloom Penn Contractors, Inc. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

DEFINITIONS. The following words shall have the following meanings when used in this Guaranty:

- Borrower.** The word "Borrower" means Bloom Penn Contractors, Inc..
- Guarantor.** The word "Guarantor" means Wilmington Ink, Inc.
- Guaranty.** The word "Guaranty" means this Guaranty between Guarantor and Lender dated October 15, 1993.
- Indebtedness.** The word "Indebtedness" means the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's attorneys' fees and Lender's legal expenses, whether or not suit is instituted, and attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
- Lender.** The word "Lender" means NORTHERN CENTRAL BANK, its successors and assigns.
- Note.** The word "Note" means the promissory note or credit agreement dated October 15, 1993, in the original principal amount of \$200,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described above, plus all costs and expenses of (a) enforcement of this Guaranty and (b) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Lender under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other untermiated guaranties.

NATURE OF GUARANTY. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Indebtedness within the limits set forth in the preceding section of this Guaranty.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of this Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Lender from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repealed and may be for longer than the original loan term; (c) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, fall or decide not to perfect, and release any such security, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (g) to sell, transfer, assign, or grant participations in all or any part of the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (d) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; (e) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information provided to Lender is true and correct in all material respects and fairly presents the financial condition of Guarantor as of the dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the date of the financial statements; and (f) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (a) to continue lending money or to extend other credit to Borrower; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (c) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any