

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (570) 784-0257

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

CLEVELAND BROS. EQUIPMENT CO.

99- SMF-000065

VS

INTERROGATORIES

STILLWATER ASPHALT

SHERIFF'S COST\$

NOW, I, HON. HARRY A. ROADARMEL JR.  
HIGH SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA, DO HEREBY DEPUTIZE THE  
SHERIFF OF PENNSYLVANIA, TO EXECUTE  
THIS WRIT DEPUTATION BEING MADE AT THE REQUEST AND RISK OF THE  
PLAINTIFF. DEFENDANT'S ADDRESS

SHERIFF, COLUMBIA COUNTY, PENNSYLVANIA

AFFIDAVIT OF SERVICE

NOW, THURSDAY JUNE 24, 1999, AT 01 : 30 O'CLOCK P M, SERVED  
THE WITHIN INTERROGATORIES UPON  
STILLWATER ASPHALT AT RT 487 STILLWATER

BY HANDING TO ROBERT VINCENT (OWNER) A TRUE AND ATTESTED COPY  
OF THE ORIGINAL WRIT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS 24TH DAY OF JUNE 1999

SHERIFF HARRY A. ROADARMEL JR.  
COLUMBIA COUNTY SHERIFF

*Timothy T. Chamberlain*  
CHIEF DEPUTY SHERIFF  
TIMOTHY T. CHAMBERLAIN

*Sarah J. Hower*  
NOTARY PUBLIC  
SARAH HOWER

NOTARIAL SEAL  
SARAH J. HOWER, Notary Public  
Bloomsburg, Columbia County, PA  
My Commission Expires June 21, 2003

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (570) 784-0257

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

CLEVELAND BROS. EQUIPMENT CO.

99- SMF-000065

VS

WRIT OF EXECUTION

VINCENT CONSTRUCTION

SHERIFF'S COST\$

NOW, I, HON. HARRY A. ROADARMEL JR.  
HIGH SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA, DO HEREBY DEPUTIZE THE  
SHERIFF OF PENNSYLVANIA, TO EXECUTE  
THIS WRIT DEPUTATION BEING MADE AT THE REQUEST AND RISK OF THE  
PLAINTIFF. DEFENDANT'S ADDRESS

SHERIFF, COLUMBIA COUNTY, PENNSYLVANIA

AFFIDAVIT OF SERVICE

NOW, THURSDAY JUNE 24, 1999, AT 01 : 30 O'CLOCK P M, SERVED  
THE WITHIN WRIT OF EXECUTION UPON  
VINCENT CONSTRUCTUION AT RT 487 STILLWATER

BY HANDING TO ROBERT VINCENT, OWNER A TRUE AND ATTESTED COPY  
OF THE ORIGINAL WRIT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS 24TH DAY OF JUNE 1999

SHERIFF HARRY A. ROADARMEL JR.  
COLUMBIA COUNTY SHERIFF

*Sarah J. Hower*

*Timothy T. Chamberlain*

NOTARY PUBLIC  
SARAH HOWER

CHIEF DEPUTY SHERIFF  
TIMOTHY T. CHAMBERLAIN

NOTARIAL SEAL  
SARAH J. HOWER, Notary Public  
Bloomsburg, Columbia County, PA  
My Commission Expires June 21, 2003

**Pepper Hamilton LLP**  
Attorneys at Law

200 One Keystone Plaza  
North Front and Market Streets  
P.O. Box 1181  
Harrisburg, PA 17108-1181  
717.255.1155  
Fax 717.238.0575

Direct Dial: 717.255.1186

June 16, 1999

Harry A. Roadarmel, Sheriff  
Columbia County Courthouse  
35 West Main Street  
P.O. Box 380  
Bloomsburg, PA 17815

Re: Cleveland Brothers Equipment Company, Inc.  
v. Vincent Construction, Inc., 99-JU-31

Dear Sheriff Roadarmel:

Enclosed are the following execution documents in connection with the above-referenced action:

1. Original and two copies of a Notice of Execution, Writ of Execution, List of Exemptions and Claim for Exemption;
2. Waiver of Watchman;
3. Original and three copies of Interrogatories in Attachment addressed to Stillwater Asphalt, Inc., garnishee;
4. A self-addressed stamped envelope to the defendant; and
5. A check in the amount of \$100.00 in payment of service costs.

**PLEASE BE ADVISED THAT WE DO NOT WISH TO LEVY UPON THE DEFENDANT'S PERSONAL PROPERTY AT THIS TIME.**

Harry A. Roadarmel, Sheriff

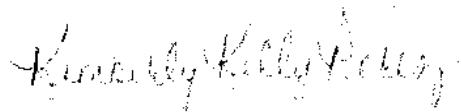
Page 2

June 16, 1999

Please arrange to have the Writ of Execution and Interrogatories served on Stillwater Asphalt, Inc., garnishee and the defendant.

Please forward return of service and any unused service costs to my attention. Should you have any questions, please do not hesitate to contact me at the above number. Thank you for your assistance in this matter.

Sincerely,



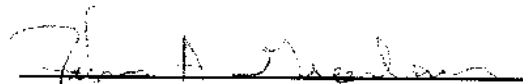
Kimberly Kelly Perez  
Senior Legal Assistant

KKP/tmw  
Enclosures

CLEVELAND BROTHERS EQUIPMENT COMPANY, INC.,	:	IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA
Plaintiff	:	
vs.	:	No. 99-JU-31
VINCENT CONSTRUCTION, INC.	:	
Defendant	:	CIVIL ACTION - LAW

**WAIVER OF WATCHMAN**

Any deputy sheriff levying upon or attaching any property under the Writ of Execution issued in the action may leave same without a watchman, in the custody of whomever is found in possession, after notifying such person of levy or attachment, without liability on the part of such sheriff or deputy sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

  
 \_\_\_\_\_  
 TIMOTHY B. ANDERSON (54034)  
 BRIAN P. DOWNEY (59891)  
 JOHN A. GREENBAUM (76113)  
 Pepper Hamilton LLP  
 200 One Keystone Plaza  
 North Front and Market Streets  
 P.O. Box 1181  
 Harrisburg, PA 17108-1181  
 (717) 255-1155

Dated: June 16, 1999

Attorneys for Plaintiff

CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS  
COMPANY, INC., : COLUMBIA COUNTY, PENNSYLVANIA

Plaintiff

vs.

No. 99-JU-31

VINCENT CONSTRUCTION, INC.

65-ED-1999

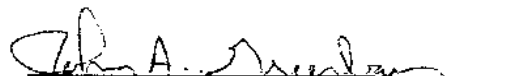
Defendant

CIVIL ACTION - LAW

**NOTICE TO ANSWER**

TO: Stillwater Asphalt, Inc., Garnishee  
R.D. #1, Kline Road  
Stillwater, PA 17878

You are hereby notified to file written answers to the enclosed Interrogatories within twenty (20) days from service thereof or a judgment may be entered against you.

  
TIMOTHY B. ANDERSON (54034)  
BRIAN P. DOWNEY (59891)  
JOHN A. GREENBAUM (76113)  
Pepper Hamilton LLP  
200 One Keystone Plaza  
North Front and Market Streets  
P.O. Box 1181  
Harrisburg, PA 17108-1181  
(717) 255-1155

Dated: June 16, 1999

Attorneys for Plaintiff

CLEVELAND BROTHERS EQUIPMENT COMPANY, INC.,	:	IN THE COURT OF COMMON PLEAS
	:	COLUMBIA COUNTY, PENNSYLVANIA
Plaintiff	:	
vs.	:	No. 99-JU-31
VINCENT CONSTRUCTION, INC.	:	
Defendant	:	CIVIL ACTION - LAW

**INTERROGATORIES IN ATTACHMENT  
PURSUANT TO Pa.R.C.P. 3144 and 3253**

TO: Stillwater Asphalt, Inc., Garnishee  
R.D. #1, Kline Road  
Stillwater, PA 17878

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

**DEFINITIONS**

When used in these interrogatories, the following terms shall have the following meanings:

1. "Date" shall mean the exact day, month and year, if ascertainable, or if not, the best approximation, including relationships to other events.

2. "Describe," "explain," "identify," "list," "specify" and "state" shall mean to set forth fully and unambiguously each and every fact of which you have knowledge which is relevant to the answer called for by the interrogatory. Without limiting the generality of the foregoing, such terms shall mean:

(a) when used in reference to a natural person, to state such person's name, present residence address and telephone number (or if not known or ascertainable, the last known residence address and telephone number indicating that they are the last known), present business address and telephone number (or if not known or ascertainable, the last known business address and telephone number indicating that they are the last known) and present employer (or if not known or ascertainable, the last known employer indicating that it is the last known);

(b) when used in reference to any other person, to state its name, the nature of the person (e.g., corporation, partnership, government department, etc.) and the location of its principal office;

(c) when used in reference to a document, to describe the date it was prepared or created, the identity of its author or originator, the type of document (e.g., letter, telegram, chart, photograph, sound recording, etc.), and the identity of its addressee, its present location, and the identity of its present or last known custodian.

3. "Cleveland Brothers" shall mean plaintiff Cleveland Brothers Equipment Company, Inc.



4. "Person" shall mean any natural person, partnership, firm, corporation, association, joint venture, trust, estate, public agency, department, bureau, or board, and any other form of business organization or arrangement, and also, where relevant, the individual representing each person.

5. "Vincent Construction" shall mean defendant Vincent Construction, Inc.

6. "You" and "your" shall mean garnishee Stillwater Asphalt, Inc., formerly known as Tri-Y-Enterprises, Inc., and its agents and representatives, and all other persons acting for or on behalf of Stillwater Asphalt, Inc.

#### INSTRUCTIONS

1. The masculine shall include the feminine, and the feminine shall include the masculine.

2. The singular shall include the plural, and the plural, the singular.

3. The term "and" shall include the term "or," and the term "or" shall include the term "and."

4. These interrogatories should be deemed continuing and should be modified or supplemented as further or additional information is received by you, or anyone acting on your behalf, up to the time of payment in full of the subject judgment.

5. If any of the following interrogatories cannot be answered fully after exercising due diligence to secure the information to do so, so state, answer to the extent possible, and state whatever information or knowledge you have concerning the unanswered portions.

6. If you contend that information sought in this set of interrogatories is exempt from discovery because it falls within the attorney/client privilege or some other privilege or protection, you are to provide the following information in each instance in lieu of setting forth the information sought by the interrogatories:

- (a) the privilege or protection that you contend applies;
- (b) the subject matter of the information that you contend is privileged or protected from discovery;
- (c) every fact upon which you rely in support of your contention that the privilege or protection applies;
- (d) the form in which the information is contained (e.g. document, recollection of garnishee); and
- (e) the nature of the information that is contained in a document, the author, the recipient, the date of the document; if the information is not contained in a document, the persons involved in and the place of the communication giving rise to the privilege or protection that you claim.

7. To the extent that the documents are not otherwise identified in the course of answering these interrogatories, identify with respect to each interrogatory all documents upon which you rely in answering.

## INTERROGATORIES

1. At any time before or after you were served, did you owe Vincent Construction any money or were you liable to Vincent Construction on any negotiable or other written instrument, or did Vincent Construction claim that you owed it any money or were liable to it for any reason? If so, specify the nature and amount of such liability or claim and, if applicable, identify the negotiable or other written instrument on which such liability or claim is based.

2. At any time before or after you were served, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by Vincent Construction? If so, describe the property and specify the ownership, location and fair market value of such property.

3. At any time before or after you were served, did you hold legal title to any property of any nature owned solely or in part by Vincent Construction or in which Vincent Construction held or claimed any interest? If so, describe the property and specify the ownership, location and fair market value of such property, together with the extent of Vincent Construction's ownership interest therein and the value thereof.

4. At any time before or after you were served, did you hold as fiduciary any property in which Vincent Construction had any interest? If so, describe the property and specify the ownership, location and fair market value of such property, together with the extent of Vincent Construction's ownership interest therein and the value thereof.

5. At any time before or after you were served, did Vincent Construction transfer or deliver any money or property to you or to any person or place pursuant to your direction or consent? If so, describe the property, when and to whom it was transferred or delivered and the consideration therefor.

6. At any time before or after you were served, did you pay, transfer or deliver any money or property to Vincent Construction or to any person or place pursuant to its direction or otherwise discharge any claim of Vincent Construction against you? If so, describe the property or amount of money, when and to whom the money or property was transferred or delivered.



7. At any time before or after you were served, did you hold any money of Vincent Construction in any capacity whatsoever? If so, specify the capacity in which you held the money and the amount of money held by you on the date you were served and amount you hold on the date of your answer.

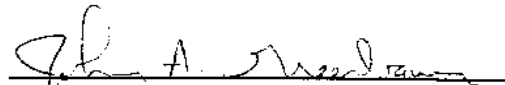
8. At any time before or after you were served, did any person transfer or deliver any money or property in which Vincent Construction had or claimed any interest or entitlement to you or to any person or place pursuant to your direction or consent? If so, describe the property, when and by whom it was transferred or delivered and the consideration therefor.

9. At any time before or after you were served, did Vincent Construction assert an interest in any money owed, or claimed to be owed, by you to any person? If so, specify the nature and amount of such liability or claim, specify the interest asserted by Vincent Construction in such liability or claim, identify any negotiable or other written instrument on which such liability or claim is based, and identify any negotiable or other written instrument on which the interest asserted by Vincent Construction in such liability or claim is based.

10. Please identify the nature of your obligation to Vincent Construction in the amount of \$144,951 as identified on the financial statements of Vincent Construction, true and correct copies of which are attached hereto. Please specify the principal amount, interest rate, maturity date, payment terms and whether such obligation is based upon a written instrument.

11. If the obligation described in interrogatory #10 is evidenced by a written instrument, please provide a true and correct copy of such instrument.

12. Please provide true and correct copies of your financial statements for tax years ended 1995 to the present.



TIMOTHY B. ANDERSON (54034)

BRIAN P. DOWNEY (59891)

JOHN A. GREENBAUM (76113)

Pepper Hamilton LLP

200 One Keystone Plaza

North Front and Market Streets

P.O. Box 1181

Harrisburg, PA 17108-1181

(717) 255-1155

Attorneys for Plaintiff

Dated: June 16, 1999

VINCENT CONSTRUCTION, INC.  
Balance Sheet  
June 30, 1996

Assets	
Current Assets	
Cash	\$ 8,216
Accounts receivable-trade	489,373
Note receivable	1,980
Due from Stillwater Asphalt, Inc.	144,951
Inventory	<u>16,800</u>
Total Current Assets	661,320
Property, Plant, and Equipment, Net	247,924
Organization Costs	<u>171</u>
Total Assets	909,415 =====
Liabilities and Stockholders' Equity	
Current Liabilities	
Current portion of long-term debt	83,720
Line of Credit	149,703
Accounts payable-trade	222,780
Withheld and accrued payroll taxes	13,375
Accrued wages and expenses	<u>21,634</u>
Total Current Liabilities	491,212
Long-term Liabilities, net of current portion	<u>286,445</u>
Total Liabilities	<u>777,657</u>
Stockholders' Equity	
Common stock, 2,500 shares issued and outstanding	2,500
Additional paid-in capital	22,500
Retained earnings	<u>106,758</u>
Total Stockholders' Equity	<u>131,758</u>
Total Liabilities and Equity	\$ 909,415 =====

See Accountants' Review Report and Notes to Financial Statements

2. PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30, 1996:

Land	\$ 19,525
Buildings	41,343
Construction equipment	902,710
Trucks and vehicles	216,941
Field trailers	2,162
Office equipment	<u>26,272</u>
Total	1,208,953
Less accumulated depreciation	<u>961,029</u>
Net	\$ 247,924 =====

3. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

There were no uncompleted contracts as of June 30 1996.

4. RELATED PARTY TRANSACTIONS

The Company and other businesses controlled by its stockholder are related parties. The following commentary describes the more significant related party transactions:

The Company transacts business with Stillwater Asphalt, Inc., a corporation owned by the Company's stockholder. Transactions with Stillwater Asphalt, Inc. during the year ended June 30, 1996 were as follows:

Due from Stillwater Asphalt, Inc.  
at June 30, 1996 \$ 144,951

Materials purchased during the current year amounted to approximately \$ 200,000.

5. INCOME TAXES

At June 30, 1996, the Company had a federal income tax loss carryforward of \$150,916 which expires as follows: \$89,412 in 2008, \$61,204 in 2009 and \$300 in 2010.



CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS  
COMPANY, INC., : COLUMBIA COUNTY, PENNSYLVANIA

Plaintiff

vs.

No. 99-JU-31

VINCENT CONSTRUCTION, INC.

65-ED-1999


Defendant

CIVIL ACTION - LAW

**NOTICE TO ANSWER**

TO: Stillwater Asphalt, Inc., Garnishee  
R.D. #1, Kline Road  
Stillwater, PA 17878

You are hereby notified to file written answers to the enclosed Interrogatories within twenty (20) days from service thereof or a judgment may be entered against you.

  
TIMOTHY B. ANDERSON (54034)  
BRIAN P. DOWNEY (59891)  
JOHN A. GREENBAUM (76113)  
Pepper Hamilton LLP  
200 One Keystone Plaza  
North Front and Market Streets  
P.O. Box 1181  
Harrisburg, PA 17108-1181  
(717) 255-1155

Dated: June 16, 1999

Attorneys for Plaintiff

CLEVELAND BROTHERS EQUIPMENT COMPANY, INC.,	:	IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA
	:	
Plaintiff	:	
	:	
vs.	:	No. 99-JU-31
	:	
VINCENT CONSTRUCTION, INC.	:	
	:	
Defendant	:	CIVIL ACTION - LAW

**INTERROGATORIES IN ATTACHMENT  
PURSUANT TO Pa.R.C.P. 3144 and 3253**

TO: Stillwater Asphalt, Inc., Garnishee  
R.D. #1, Kline Road  
Stillwater, PA 17878

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

DEFINITIONS

When used in these interrogatories, the following terms shall have the following meanings:

1. "Date" shall mean the exact day, month and year, if ascertainable, or if not, the best approximation, including relationships to other events.

2. "Describe," "explain," "identify," "list," "specify" and "state" shall mean to set forth fully and unambiguously each and every fact of which you have knowledge which is relevant to the answer called for by the interrogatory. Without limiting the generality of the foregoing, such terms shall mean:

(a) when used in reference to a natural person, to state such person's name, present residence address and telephone number (or if not known or ascertainable, the last known residence address and telephone number indicating that they are the last known), present business address and telephone number (or if not known or ascertainable, the last known business address and telephone number indicating that they are the last known) and present employer (or if not known or ascertainable, the last known employer indicating that it is the last known);

(b) when used in reference to any other person, to state its name, the nature of the person (e.g., corporation, partnership, government department, etc.) and the location of its principal office;

(c) when used in reference to a document, to describe the date it was prepared or created, the identity of its author or originator, the type of document (e.g., letter, telegram, chart, photograph, sound recording, etc.), and the identity of its addressee, its present location, and the identity of its present or last known custodian.

3. "Cleveland Brothers" shall mean plaintiff Cleveland Brothers Equipment Company, Inc.

4. "Person" shall mean any natural person, partnership, firm, corporation, association, joint venture, trust, estate, public agency, department, bureau, or board, and any other form of business organization or arrangement, and also, where relevant, the individual representing each person.

5. "Vincent Construction" shall mean defendant Vincent Construction, Inc.

6. "You" and "your" shall mean garnishee Stillwater Asphalt, Inc., formerly known as Tri-Y-Enterprises, Inc., and its agents and representatives, and all other persons acting for or on behalf of Stillwater Asphalt, Inc.

#### INSTRUCTIONS

1. The masculine shall include the feminine, and the feminine shall include the masculine.

2. The singular shall include the plural, and the plural, the singular.

3. The term "and" shall include the term "or," and the term "or" shall include the term "and."

4. These interrogatories should be deemed continuing and should be modified or supplemented as further or additional information is received by you, or anyone acting on your behalf, up to the time of payment in full of the subject judgment.

5. If any of the following interrogatories cannot be answered fully after exercising due diligence to secure the information to do so, so state, answer to the extent possible, and state whatever information or knowledge you have concerning the unanswered portions.

6. If you contend that information sought in this set of interrogatories is exempt from discovery because it falls within the attorney/client privilege or some other privilege or protection, you are to provide the following information in each instance in lieu of setting forth the information sought by the interrogatories:

- (a) the privilege or protection that you contend applies;
- (b) the subject matter of the information that you contend is privileged or protected from discovery;
- (c) every fact upon which you rely in support of your contention that the privilege or protection applies;
- (d) the form in which the information is contained (e.g. document, recollection of garnishee); and
- (e) the nature of the information that is contained in a document, the author, the recipient, the date of the document; if the information is not contained in a document, the persons involved in and the place of the communication giving rise to the privilege or protection that you claim.

7. To the extent that the documents are not otherwise identified in the course of answering these interrogatories, identify with respect to each interrogatory all documents upon which you rely in answering.

## INTERROGATORIES

1. At any time before or after you were served, did you owe Vincent Construction any money or were you liable to Vincent Construction on any negotiable or other written instrument, or did Vincent Construction claim that you owed it any money or were liable to it for any reason? If so, specify the nature and amount of such liability or claim and, if applicable, identify the negotiable or other written instrument on which such liability or claim is based.

2. At any time before or after you were served, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by Vincent Construction? If so, describe the property and specify the ownership, location and fair market value of such property.

3. At any time before or after you were served, did you hold legal title to any property of any nature owned solely or in part by Vincent Construction or in which Vincent Construction held or claimed any interest? If so, describe the property and specify the ownership, location and fair market value of such property, together with the extent of Vincent Construction's ownership interest therein and the value thereof.



4. At any time before or after you were served, did you hold as fiduciary any property in which Vincent Construction had any interest? If so, describe the property and specify the ownership, location and fair market value of such property, together with the extent of Vincent Construction's ownership interest therein and the value thereof.

5. At any time before or after you were served, did Vincent Construction transfer or deliver any money or property to you or to any person or place pursuant to your direction or consent? If so, describe the property, when and to whom it was transferred or delivered and the consideration therefor.

6. At any time before or after you were served, did you pay, transfer or deliver any money or property to Vincent Construction or to any person or place pursuant to its direction or otherwise discharge any claim of Vincent Construction against you? If so, describe the property or amount of money, when and to whom the money or property was transferred or delivered.

7. At any time before or after you were served, did you hold any money of Vincent Construction in any capacity whatsoever? If so, specify the capacity in which you held the money and the amount of money held by you on the date you were served and amount you hold on the date of your answer.

8. At any time before or after you were served, did any person transfer or deliver any money or property in which Vincent Construction had or claimed any interest or entitlement to you or to any person or place pursuant to your direction or consent? If so, describe the property, when and by whom it was transferred or delivered and the consideration therefor.

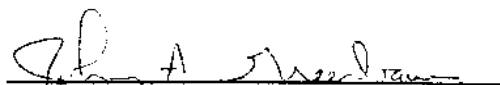
9. At any time before or after you were served, did Vincent Construction assert an interest in any money owed, or claimed to be owed, by you to any person? If so, specify the nature and amount of such liability or claim, specify the interest asserted by Vincent Construction in such liability or claim, identify any negotiable or other written instrument on which such liability or claim is based, and identify any negotiable or other written instrument on which the interest asserted by Vincent Construction in such liability or claim is based.

10. Please identify the nature of your obligation to Vincent Construction in the amount of \$144,951 as identified on the financial statements of Vincent Construction, true and correct copies of which are attached hereto. Please specify the principal amount, interest rate, maturity date, payment terms and whether such obligation is based upon a written instrument.

11. If the obligation described in interrogatory #10 is evidenced by a written instrument, please provide a true and correct copy of such instrument.



12. Please provide true and correct copies of your financial statements for tax years ended 1995 to the present.



TIMOTHY B. ANDERSON (54034)

BRIAN P. DOWNEY (59891)

JOHN A. GREENBAUM (76113)

Pepper Hamilton LLP

200 One Keystone Plaza

North Front and Market Streets

P.O. Box 1181

Harrisburg, PA 17108-1181

(717) 255-1155

Attorneys for Plaintiff

Dated: June 16, 1999

VINCENT CONSTRUCTION, INC.  
Balance Sheet  
June 30, 1996

Assets

Current Assets	
Cash	\$ 8,216
Accounts receivable-trade	489,373
Note receivable	1,980
Due from Stillwater Asphalt, Inc.	144,951
Inventory	<u>16,800</u>
Total Current Assets	661,320
Property, Plant, and Equipment, Net	247,924
Organization Costs	<u>171</u>
Total Assets	909,415 =====

Liabilities and Stockholders' Equity

Current Liabilities	
Current portion of long-term debt	83,720
Line of Credit	149,703
Accounts payable-trade	222,780
Withheld and accrued payroll taxes	13,375
Accrued wages and expenses	<u>21,634</u>
Total Current Liabilities	491,212
Long-term Liabilities, net of current portion	<u>286,445</u>
Total Liabilities	<u>777,657</u>
Stockholders' Equity	
Common stock, 2,500 shares issued and outstanding	2,500
Additional paid-in capital	22,500
Retained earnings	<u>106,758</u>
Total Stockholders' Equity	<u>131,758</u>
Total Liabilities and Equity	\$ 909,415 =====

See Accountants' Review Report and Notes to Financial Statements

2. PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30, 1996:

Land	\$ 19,525
Buildings	41,343
Construction equipment	902,710
Trucks and vehicles	216,941
Field trailers	2,162
Office equipment	<u>26,272</u>
Total	1,208,953
Less accumulated depreciation	<u>961,029</u>
Net	\$ 247,924 =====

3. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

There were no uncompleted contracts as of June 30 1996.

4. RELATED PARTY TRANSACTIONS

The Company and other businesses controlled by its stockholder are related parties. The following commentary describes the more significant related party transactions:

The Company transacts business with Stillwater Asphalt, Inc., a corporation owned by the Company's stockholder. Transactions with Stillwater Asphalt, Inc. during the year ended June 30, 1996 were as follows:

Due from Stillwater Asphalt, Inc.  
at June 30, 1996 \$ 144,951

Materials purchased during the current year amounted to approximately \$ 200,000.

5. INCOME TAXES

At June 30, 1996, the Company had a federal income tax loss carryforward of \$150,916 which expires as follows: \$89,412 in 2008, \$61,204 in 2009 and \$300 in 2010.

CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS	
COMPANY, INC., : COLUMBIA COUNTY, PENNSYLVANIA	
Plaintiff :	
vs. :	No. 99-JU-31
VINCENT CONSTRUCTION, INC. :	65-ED-1999
Defendant :	CIVIL ACTION - LAW

**WRIT OF EXECUTION  
NOTICE**

The attached 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. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other 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 it 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 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.**

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

CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS  
COMPANY, INC., : COLUMBIA COUNTY, PENNSYLVANIA

Plaintiff

vs.

No. 99-JU-31

VINCENT CONSTRUCTION, INC. :

65-ED-1999

Defendant

: CIVIL ACTION - LAW

### WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF COLUMBIA :

TO THE SHERIFF OF COLUMBIA COUNTY:

To satisfy judgment, interest and costs against Vincent Construction, Inc., defendant,

- (1) you are directed to levy upon the property of the defendant and to sell his interest therein;
- (2) you are also directed to attach the following property of the defendant in the possession of Stillwater Asphalt, Inc., as garnishee:

All money owed by garnishee to defendant and all property owned solely or in part by defendant, or in which defendant holds or claims an interest, in the custody or control of garnishee or its agents.

and to notify the garnishee that

- (a) an attachment has been issued;
- (b) the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant 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 a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Principal Amount	\$15,830.00
Interest from 7/31/96 through 5/31/99	<u>5,790.61</u>
Total	\$21,620.61

together with continuing interest at the rate of 18% per annum until paid in full and costs.

Jami B. Kline  
(Name of Prothonotary (Clerk))

June 21, 1999  
Seal of the Court

By \_\_\_\_\_  
(Deputy)

MAJOR EXEMPTIONS UNDER  
PENNSYLVANIA AND  
FEDERAL LAW

1. \$300 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.

CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS  
COMPANY, INC., : COLUMBIA COUNTY, PENNSYLVANIA

Plaintiff

vs.

No. 99-JU-31

VINCENT CONSTRUCTION, INC.

65-ED-1999

Defendant

CIVIL ACTION - LAW

**CLAIM FOR EXEMPTION**

To the Sheriff:

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):  
\_\_\_\_\_

\_\_\_ (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 court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_

\_\_\_\_\_ (Address) \_\_\_\_\_ (Telephone)

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

Date: \_\_\_\_\_ (Signature of Defendant)

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

Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

CLEVELAND BROTHERS EQUIPMENT COMPANY, INC.,	:	IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA
Plaintiff	:	
vs.	:	No. 99-JU-31
VINCENT CONSTRUCTION, INC.	:	<i>65-ED-1999</i>
Defendant	:	CIVIL ACTION - LAW

**WRIT OF EXECUTION  
NOTICE**

The attached 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. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other 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 it 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 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.**

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

CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS  
COMPANY, INC., : COLUMBIA COUNTY, PENNSYLVANIA

Plaintiff

vs.

No. 99-JU-31

VINCENT CONSTRUCTION, INC. :

65-ED-1999

Defendant

: CIVIL ACTION - LAW

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF COLUMBIA :

TO THE SHERIFF OF COLUMBIA COUNTY:

To satisfy judgment, interest and costs against Vincent Construction, Inc., defendant,

(1) you are directed to levy upon the property of the defendant and to sell his interest therein;

(2) you are also directed to attach the following property of the defendant in the possession of Stillwater Asphalt, Inc., as garnishee:

All money owed by garnishee to defendant and all property owned solely or in part by defendant, or in which defendant holds or claims an interest, in the custody or control of garnishee or its agents.

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant 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 a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Principal Amount	\$15,830.00
Interest from 7/31/96 through 5/31/99	<u>5,790.61</u>
Total	\$21,620.61

together with continuing interest at the rate of 18% per annum until paid in full and costs.

Larri B. Klein  
(Name of Prothonotary (Clerk))

June 21, 1999  
Seal of the Court

By \_\_\_\_\_  
(Deputy)

MAJOR EXEMPTIONS UNDER  
PENNSYLVANIA AND  
FEDERAL LAW

1. \$300 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.

CLEVELAND BROTHERS EQUIPMENT COMPANY, INC.,	:	IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA
	:	
Plaintiff	:	
	:	
vs.	:	No. 99-JU-31
	:	
VINCENT CONSTRUCTION, INC.	:	65-ED-1999
	:	
Defendant	:	CIVIL ACTION - LAW

**CLAIM FOR EXEMPTION**

To the Sheriff:

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):

\_\_\_\_\_

\_\_\_ (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 court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_,

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

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

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Defendant)

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

Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

**PEPPER HAMILTON LLP**

HARRISBURG DISBURSEMENT ACCOUNT  
200 One Keystone Plaza  
North Front & Market Streets  
Harrisburg, PA 17101

June 16, 1999 No. 001253  
60-472  
313

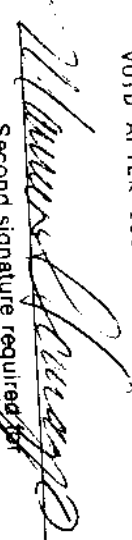
FINANCIAL TRUST  
HARRISBURG, PENNSYLVANIA

PAY ---ONE HUNDRED DOLLARS AND 00/100---  
TO THE  
ORDER OF

FOR: Service Costs  
VOID AFTER 180 DAYS

\$ \*\*\*100.00\*\*\*

Sheriff of Columbia County

  
Second signature required for  
amounts over \$200.00

⑆001253⑆ ⑆031304720⑆ 34400 33201⑆