305416 File

ORIGINAL (Red)

BRESLUBE-PENN INC.

84 MONTOUR ROAD, CORAOPOLIS, PENNSYLVANIA 15108

TEL. (412) 264-4280
TELEX 00902977

FEB 26 1986
Corp... Group

February 20, 1986

Ms K. Budniak
Vice President,
Equibank, N.A.,
13th Floor, Oliver Plaza,
PITTSBURGH, Pennsylvania
15222

Dear Ms Budniak:

We attach our January, 1986 Statement of Inventory and Receivables for BresLube-Penn, Inc.

Yours very truly,

Ernie Trompke

Ernie Trompke
Vice President
Finance & Administration

ET/sjl

enclosure

BRESLUBE-PENN INC.

VALUE OF INVENTORY

January 31, 1986

MATERIAL	QUANTITY	UNIT PRICE		$VALUE
Boiler Fuel	22,962	gallons @ 50¢/gallon	=	11,481.00
Fuel Oil	274,160	gallons @ 45¢/gallon	=	123,372.00
Waste Oil	18,512	gallons @ 31.999¢/gallon	=	5,923.65
Chemicals			=	5,789.40
		TOTAL	=	**$ 146,566.05**

DATE: 02/19/86 PAGE: 0001

CUSTOMER MASTER FILE

ACCOUNTS RECEIVABLE SUMMARY
JANUARY 1986

NUMBER	NAME	TOTAL BALANCE	CURRENT BALANCE	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	GL COMPANY	CURRENCY CODE
60001	WESTINGHOUSE ELECTRIC	13550.00	12620.00	.00	.00	.00	930.00	06	U
60003	JOY MANUFACTURING CO.	5840.00	3040.00	1200.00	.00	.00	1100.00		
60004	HUSSEY METALS	5167.50	2730.00	2437.50	.00	.00	.00		
60005	LUBRIQUIP	324.00	324.00	.00	.00	.00	.00		
60008	EXXON COMPANY U.S.A.	8203.50	3750.00	.00	.00	.00	4453.50		
60015	RESERVE PETROLEUM	4274.51	.00	.00	.00	.00	4274.51		
60020	WHEELING PITTSBURG STEEL	6462.50	.00	.00	.00	.00	6462.50		
60024	AMO POLLUTION SERVICES	4742.55	3160.75	.00	521.80	1060.00	.00		
60026	FORD MOTOR COMPANY	27170.00	24700.00	2470.00	.00	.00	.00		
60031	UNITED STATES STEEL CORP.	8208.67	953.79	.12-	.00	.00	7255.00		
60035	VAN HUFFLE TUBE COMPANY	200.00	.00	.00	.00	.00	200.00		
60043	CHEVY-PONTIAC CANADA GRP.	4750.00	4750.00	.00	.00	.00	.00		
60050	ALLEGHENY LUDLUM STEEL	19409.10	1210.90	17274.40	.00	923.80	.00		
60054	REED OIL	4060.00	4060.00	.00	.00	.00	.00		
60057	C & M CHEMICAL	270.00	.00	.00	.00	.00	270.00		
60059	RESEARCH OIL	53130.78	47093.20	5776.32	.00	.00	261.26		
60060	APEX OIL COMPANY	12507.60	11658.60	.00	142.50	706.50	.00		
60061	PETROCLEAN	3396.25	375.00	1500.00	1521.25	.00	.00		
60063	CHRYSLER CORP.	21571.20	7167.60	7196.40	.00	7207.20	.00		
60065	STACKPOLE CORPORATION	2201.25	.00	.00	2201.25	.00	.00		
60067	MCCUTHEON ENTERPRISES INC	1062.30	.00	.00	.00	.00	1062.30		
60070	UNITED OIL SERVICE	1320.00	.00	.00	.00	.00	1320.00		
60074	J. F. HUCKENSTEIN	340.00	.00	.00	.00	.00	340.00		
60078	RIVER SMELTING	3300.00	.00	3300.00	.00	.00	.00		
60081	LTV STEEL	105262.99	6425.77-	45560.92	59702.07	6425.77	.00		
60082	KARL DODAY	241.46	.00	.00	241.46	.00	.00		
60083	WHEELING PITTSBURGH STEEL	41976.25	41895.75	80.50	.00	.00	.00		
60086	SWANN OIL	3308.37	3308.37	.00	.00	.00	.00		
		361850.86	166372.19	86795.92	64430.41	16323.27	27929.07		U
		361850.86	166372.19	86795.92	64430.41	16323.27	27929.07	06	
**********		361850.86	166372.19	86795.92	64430.41	16323.27	27929.07	**********	

Sales for the fiscal year to date 1,393,282.04

Sales for the month 292,163.18

BPDR 0005600

3.1 Plant Value - Options

The values listed below do not include the value of land, office buildings, roads, nor pavement in the plant area. Value of spare parts, which are stored in a disorganized fashion, are estimated, although an inventory, December 1981 was used as a guide. A factor was used for installed valves, piping, pumps, screens and other similar equipment. Value of these installed pumps and tanks were checked with operating oil recyclers. The book value is claimed to be approximately $3,500,000. This is not an unreasonable value on an optimum value scale.

3.1.1 Option A

Conditions: Plant is operated on a reduced basis with enough gross profits to meet all operating costs, including loan interest.

Value: $2,313,660

3.1.2 Option B

Plant is not operated, but maintained in good condition for sale to firms, such as chemical manufacturers or processors, which could use the tanks and all or part of the other equipment and laboratory.

Value: $1,500,000

3.1.3 Option C

Plant is maintained for sale to machinery and equipment dealers and on a piecemeal basis.

Value: $ 400,000

Obviously Option A is the most desirable, and we believe has good possibilities. Option B implementation would require a more extensive purchaser search. Option C would be undesirable at any time, but the current economy, including the condition of the scrap metal business, reduced oil sales to automotive and industrial users, and uncertainty in the oil market, increase the bleakness of this option.

Equibank
Oliver Plaza
Pittsburgh, PA 15222

Equibank

February 14, 1986

Mr. Ken Steele
Breslube-Penn, Inc.
Box 130 Breslau
Ontario, Canada NOB1MO

Dear Ken:

Per our telephone conversation on February 13, 1986 please find enclosed a signature card and Resolution of Board of Directors in order to change signatures on checking account #375-673-244.

Please provide the TIN (Tax Identification Number) in the space designated on the signature card. Upon completion of the two forms please return them in the enclosed envelope.

Should you have any questions please contact me.

Very truly yours,

Karen D. Budniak /ams.

Karen D. Budniak
Vice President
Corporate Assets

KDB/ams

enclosures

BRESLUBE-PENN INC.

84 MONTOUR ROAD, CORAOPOLIS, PENNSYLVANIA 15108

TEL. (412) 264-4280
TELEX 00902977

February 11, 1986

RECEIVED
FEB 19 1986
EQUIBANK
Corporate Asset Group

Mr. Wm. Carley,
Equibank, N.A.,
Oliver Plaza,
Pittsburgh, Pennsylvania,
15222

Dear Mr. Carley:

Re: BresLube-Penn Payroll Account No. 375-679-142

Enclosed are Resolutions of the Board of Directors of BresLube-Penn, Inc. duly executed together with a signature card required to change the bank signing officers for the payroll account (No. 375-679-142) of BresLube-Penn Inc.

Please accept this as notice that the banking document previously in place for this account for BresLube-Penn is replealed and replaced with the enclosed.

We trust the above is satisfactory for your purposes. If you have any questions, please do not hesitate to call me.

Please sign the enclose copy of this letter acknowledging receipt of this change of signing officers.

ack knowledgement
signed & returned 2/19/86
am

Yours very truly,

Joseph Chalhoub
President

JC/mp
Encl.

375-679-142 ACCOUNT NUMBER _____ OFFICE NO.

BresLube-Penn Inc. Payroll Account ACCOUNT TITLE

_____ DATE ____ NEW (X) REVISED ____ TEMPORARY

Checks must be signed by President alone or Joseph Chalhou

CHECKS MUST BE SIGNED BY ANY TWO (2) OF THE FOLLOWING SIGNATURES:

James Cavill

Ernie Trompke

Gary Farrar

Maureen Potvin

FORWARD TO: Central Check Files, Headquarters

NON PERSONAL ACCOUNT

Date Feb. 5th /86

Business Phone 648-2291

___ NEW X REV. ___ TEMP.

TIN 25-1426358

NON-PERSONAL ACCOUNT AGREEMENT

This Agreement, and the applicable provisions of the Account Disclosure(s) which are incorporated herein, shall set forth the terms and conditions in effect for this Non-Personal Account BresLube-Penn Inc. ("Customer"), a (describe) Corporation hereby warrants that the signatures specimens set forth below are submitted in accordance with the terms of the resolution or authorization provided by Customer dated February, 86. Customer further warrants that said specimens constitute the signatures of those individuals duly authorized to make transactions on this account on behalf of Customer. Transfers or withdrawals may be made when signed and/or countersigned by any two (2) of the following signatures:

James Cavill — Title VP Marketing

Ernie Trompke — Title VP Finance & Adm.

Gary Farrar — Title General Manager

Maureen Potvin — Title Secretary

Checks signed alone by — Title President

Sent to Olives Plaza 3/19/86

TYPE OF IDENTIFICATION	INITIAL DEPOSIT	CHECKS ORDERED
	TELLER ALERT CODES ___ ___ ___ ___	FILE CLEARED YES ___ NO ___

ACCOUNT OWNER CERTIFICATION

Under penalties of perjury, Customer certifies that (1) the number shown on the reverse side is the correct taxpayer identification number and (2)

☐ Customer is not subject to backup withholding either because it has not been notified that it is subject to backup withholding as a result of underreporting interest and dividends or the Internal Revenue Service has notified Customer that it is no longer subject to backup withholding; or

☑ Customer is exempt from backup withholding.

☐ That a taxpayer identification number has not been issued to Customer, and that Customer mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or Customer intends to mail or deliver an application in the near future). Customer understands that if Customer does not provide a taxpayer identification number to the payer within 60 days, the payer is required to withhold 20 percent of all reportable payments thereafter made to Customer until Customer provides a number.

Customer also acknowledges receipt of a copy of the Instructions for backup withholding.

Brooklyn-Penn Inc. — CUSTOMER NAME

BY: [signature]

TITLE: Secretary

RESOLUTIONS OF BOARD OF DIRECTORS

Re: Account No. 375-679-142

I, the undersigned, do hereby certify that a duly and legally called meeting of the Board of Directors of

BRESLUBE-PENN INC.

a corporation duly organized and existing under the laws of the State of Pennsylvania,

held on February 11, 19 86, a quorum being present, the following resolutions were adopted and are now in full force and effect:

RESOLVED, That Equibank, be and hereby is designated a depository for the funds of this corporation and that the Officers, Agents, and Employees of this corporation hereby are authorized to deposit (by written, oral or telephonic authorizations) any of the funds of this corporation in Equibank.

RESOLVED FURTHER, That Equibank, is hereby authorized and directed to honor and pay, and to charge to the account(s) of this corporation, all checks, drafts, bills of exchange, acceptance notes, or other written or telephonic or other oral orders for the payment of money, when drawn on or addressed to Equibank and, if in writing, signed and/or countersigned, on behalf of this corporation, by any one (1) of the following Officers or Designated Agents of this corporation, (indicate title only):

President

OR ANY TWO TOGETHER OF: Vice President Marketing
Vice President Finance & Administration
Secretary
General Manager U.S. Supply

whether same be payable to the order of, or in favor of the officer or person signing, countersigning or otherwise ordering them, or to any said officers or persons in his individual capacity, or otherwise, and whether same, if in writing, bear or proport to bear, on behalf of this corporation, the facsimile signature(s), regardless of by whom or by what means, whether by stamp, mechanical or other mechanical device, the actual or proported facsimile signature(s) thereon may have been affixed thereto, without further inquiry as to the manner of presentment and/or quality of signature, if such signature(s) resembles the facsimile specimens, and whether same be deposited to the individual credit of the officer or person signing, countersigning or otherwise ordering or to the individual credit of any of the other officers or persons, or otherwise.

RESOLVED FURTHER, That any one (1) of the following Officers or Designated Agents of this corporation, (indicate title only):

PRESIDENT

be and hereby are authorized and directed, for and on behalf and in the name of this corporation, from time to time to borrow money from Equibank and to make, execute and deliver the promissory notes or other obligations of this corporation as evidence thereof; and/or to sell or discount its bills receivable; and/or to pledge its receivables, stocks, bonds or other securities or property to Equibank as collateral security for the payment of any of its indebtedness thereto; PROVIDED, however, that any one of the said Officers or Designated Agents of this corporation is hereby authorized to endorse or otherwise guarantee, on behalf of this corporation, the payment of receivables so pledged, sold, or discounted, and to receipt to Equibank when withdrawing any securities or property pledged as collateral, or left for safekeeping with Equibank.

RESOLVED FURTHER, That the Secretary or any Assistant Secretary of this corporation is hereby directed to certify, under the corporate seal, to Equibank, a copy of these resolutions, and the names of the present incumbents of the offices hereinbefore referred to; and to further certify from time to time hereafter the names of any successors to the present incumbents of said offices, or changes in the Designated Agents authorized to act for the corporation in the premises, together with specimens of their respective signatures; and Equibank is hereby authorized, empowered and directed to rely upon any such certificate unless and until the same shall have been formally revoked or altered by a subsequent certificate of this corporation under its corporate seal, duly attested; and that until said subsequent certificate is received, Equibank is authorized to act in pursuance of these resolutions, and shall be indemnified against any loss suffered, or liability incurred, by Equibank in continuing to act in pursuance of these resolutions, even though these resolutions may have been changed.

I HEREBY FURTHER CERTIFY, That the following persons have been duly elected or appointed to the respective offices set before their respective names, and that said persons are the duly authorized present incumbents of said offices; and that specimens of their respective signatures are either now on file with Equibank, or submitted herewith:

Chairman of Board		Treasurer	General Manager U.S. Supply
President	Joseph Chalhoub	~~Assistant Secretary~~	Gary Farrar
Vice President	Marketing - James Cavill	~~Assistant Treasurer~~	
Vice President	Finance & Administration - Ernie E. Trompke		
Secretary	Maureen Potvin		

IN TESTIMONY WHEREOF, I have hereto subscribed my name as Secretary and have caused the corporate seal of said corporation to be hereunto affixed this 11th day of February, 19 86.

(SEAL) Maureen Potvin
Secretary

34-322 (2/82)

Sent to Oliver Plaza 2/19/86

Equibank

COMMERCIAL LOAN DATA WORKSHEET

SECTION A — MUST BE COMPLETED

OFFICE/DEPARTMENT INFORMATION:

Office/Department # 024 Date 12/17/76

Officer Name Madison A. Rodgers # 105

SECTION B — MUST BE COMPLETED

BORROWER INFORMATION:

New Borrower? X * Yes ____ No

Name Atlantic Petroleum Services, Inc.

Address P.O. Box 238

Savage, Maryland

Zip Code 20863

Borrower # 130 3288

*NOTE: If new or Guarantor account is not on file, a New Account Worksheet (Form 34-319) must be completed and attached to this form.

TYPE OF BORROWER:

Individual

- ___ Individual
- ___ Joint with Spouse
- ___ Joint with Other
- ___ Proprietorship
- ___ Officer of Other Bank
- ___ Bank Director
- ___ Bank Officer
- ___ Bank Employee

Partnership

- ___ General
- ___ Limited

Fiduciary

- ___ Estate
- ___ Trust
- ___ Other

Corporation

- ___ Publicly Owned
- XX Closely Held
- ___ Subchapter S

Governmental

- ___ Governmental Authority
- ___ Political Subdivision
- ___ Industrial Development Authority

Other

- ___ Other Organization
- ___ Joint Venture
- ___ Bank
- ___ Non-Profit Organization

SECTION C — COMPLETE IF APPLICABLE

GUARANTOR INFORMATION:

1. Name * Joe and Ruth Wiseman — Borrower # 9810458
   XX Guarantor ☐ Endorser ☐ Co-Signer
2. Name * — Borrower # ____
   ☐ Guarantor ☐ Endorser ☐ Co-Signer
3. Name * — Borrower # ____
   ☐ Guarantor ☐ Endorser ☐ Co-Signer

ATTACH SHEETS IF NECESSARY

SECTION D — COMPLETE IF APPLICABLE

COMMITMENT INFORMATION:

Is this loan under a commitment? ____ No X Yes

Original Amount of Commitment $ ~~200,000.00~~ 23,000.00

Date approved ~~7/7/76~~ 07-07-76 Approved by whom HEC & RWP

Commitment Number 02 Effective Date ~~7/7/76~~ 07-07-76 Expiration Date ~~4/30/79~~ 07-07-77

Type of Commitment: Guidance Line

34-318 (06-76)

SECTION E MUST BE COMPLETED

BAL 20,300.00

LOAN INFORMATION:

New Loan XXX Renewal ☐ Increase ☐ Note # ~~001000~~ 0 100 Amount $ 23,000.00

Date Disbursed 12/17/76 Check # _____ Credit Account # 245 513 002

Interest Rate 08.2500 Discounted Note ___ Yes x No Discount Amt.$ _____

Tied to Prime X (Yes) ___ (No) Who's Prime Equibank

Relation to Prime: prime plus 2 Floor 08.0000 Ceiling 30.0000

ACCRUAL BASIS:

	Month		Year
XX	Actual Days	/	360 Days
___	Actual Days	/	365 Days
___	30 Days	/	360 Days

TYPE OF LOAN:

Demand	X	.....	Estimated ~~10/31/79~~
Time/1 Year or Less	___	.....	Legal _____
Term/Over 1 Year	___	.....	Legal _____
Called Demand Note	___	.....	Legal _____

MATURITY DATE: 11 30 79

If the loan is one of the following, please indicate:

☐ Construction ☐ Direct Lease ☐ Indirect Lease ☐ SBA

Is this loan tax free? ___ Yes XX No

Subject to Regulation "Z"? ___ (Yes) XX (No) Subject to Regulation "U"? ___ (Yes) X (No) ___ %

Is this loan a Participation Purchased? ___ Yes XX No

Purchased From: _____

Are any portions of the loan participated out to other institutions? ___ * Yes XX No

* If yes, Participations Sold Worksheet (Form 34-320) must be completed and attached.

Loan Secured? ___ Yes XX No Itemize Security: _____

Risk Code 03 Purpose of Loan: To Purchase truck for business

Source of Repayment: ~~Net Cash Flow~~

Billing Instructions: $675.00 per month plus interest beginning 1/31/77

Comments: _____

SEPARATE SHEETS ATTACHED FOR:		YES	#	NO
	New Accounts	___	___	___
	Participations Sold	___	___	___
TOTAL NUMBER OF ATTACHMENTS			___	

[signature]

Lending Officer Signature

BPDR 0005608

H. P. Pernisek April 22, 1982

William Densmore

INSTALLMENT LOAN - OVER 120 DAYS PAST DUE

WISEMAN, Stephen 276-105-000034 $2,937.31

The above customer has left town and we are unable to locate assets. We are proceeding with suit.

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Equibank, a Pennsylvania bank and trust company, as one party, and Breslube-Penn, Inc., a Pennsylvania corporation, and Speedy Oil Services, Inc., a New York corporation, jointly and severally as the other party, do hereby remise, release and forever discharge each other, and their respective agents, employees, representatives, officers, successors and assigns, of and from any and all claims, counterclaims, demands, actions, causes of action, suits, debts, dues, accounts, awards, bonds, covenants, contracts, agreements, mortgages, deeds of trust, security interests and other liens and judgments, of any nature whatsoever, whether at law or in equity, especially including, without limitation, any of the foregoing arising out of or relating to those certain financing agreements between the parties hereto evidenced, in part, by that certain Judgment Note dated December 1, 1982 in the principal sum of Two Million Five Hundred Thousand ($2,500,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favour of Equibank, that certain Promissory Note dated July, 1983 in the principal sum of Two Hundred Thousand ($200,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favour of Equibank, that certain Judgment Note dated May 21, 1984 in the principal sum of Five Hundred Thousand ($500,000.00) jointly and severally executed and delivered by Breslube-Penn, Inc. and Speedy Oil Services, Inc., a New York corporation, in favour of Equibank, that certain promissory note dated January 4, 1983 in the principal sum of Four Hundred Thousand ($400,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favor of Equibank, and all related instruments, agreements and documents, which against the other party, each of the aforementioned parties, or their respective agents, employees, representatives, officers, successors and assigns, or any of them, now has or hereafter can or may have for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be duly executed and exchanged this _____ day of June, 1987.

EQUIBANK

By: _____

SPEEDY OIL SERVICES, INC.

By: _____

Attest: _____

(Corporate Seal)

BRESLUBE-PENN, INC.

By: _____

Attest: _____

(Corporate Seal)

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Equibank, a Pennsylvania bank and trust company, as one party, and Breslube-Penn, Inc., a Pennsylvania corporation, and Speedy Oil Services, Inc., a New York corporation, jointly and severally as the other party, do hereby remise, release and forever discharge each other, and their respective agents, employees, representatives, officers, successors and assigns, of and from any and all claims, counterclaims, demands, actions, causes of action, suits, debts, dues, accounts, awards, bonds, covenants, contracts, agreements, mortgages, deeds of trust, security interests and other liens and judgments, of any nature whatsoever, whether at law or in equity, especially including, without limitation, any of the foregoing arising out of or relating to those certain financing agreements between the parties hereto evidenced, in part, by that certain Judgment Note dated December 1, 1982 in the principal sum of Two Million Five Hundred Thousand ($2,500,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favour of Equibank, that certain Promissory Note dated July, 1983 in the principal sum of Two Hundred Thousand ($200,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favour of Equibank, that certain Judgment Note dated May 21, 1984 in the principal sum of Five Hundred Thousand ($500,000.00) jointly and severally executed and delivered by Breslube-Penn, Inc. and Speedy Oil Services, Inc., a New York corporation, in favour of Equibank, that certain promissory note dated January 4, 1983 in the principal sum of Four Hundred Thousand ($400,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favor of Equibank, and all related instruments, agreements and documents, which against the other party, each of the aforementioned parties, or their respective agents, employees, representatives, officers, successors and assigns, or any of them, now has or hereafter can or may have for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be duly executed and exchanged this 12th day of June, 1987.

EQUIBANK

By: _____

SPEEDY OIL SERVICES, INC.

By: _____

Attest: _____

(Corporate Seal)

BRESLUBE-PENN, INC.

By: _____

Attest: _____

(Corporate Seal)

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Equibank, a Pennsylvania bank and trust company, as one party, and Breslube-Penn, Inc., a Pennsylvania corporation, and Speedy Oil Services, Inc., a New York corporation, jointly and severally as the other party, do hereby remise, release and forever discharge each other, and their respective agents, employees, representatives, officers, successors and assigns, of and from any and all claims, counterclaims, demands, actions, causes of action, suits, debts, dues, accounts, awards, bonds, covenants, contracts, agreements, mortgages, deeds of trust, security interests and other liens and judgments, of any nature whatsoever, whether at law or in equity, especially including, without limitation, any of the foregoing arising out of or relating to those certain financing agreements between the parties hereto evidenced, in part, by that certain Judgment Note dated December 1, 1982 in the principal sum of Two Million Five Hundred Thousand ($2,500,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favor of Equibank, that certain Promissory Note dated July, 1983 in the principal sum of Two Hundred Thousand ($200,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favor of Equibank, that certain Judgment Note dated May 21, 1984 in the principal sum of Five Hundred Thousand ($500,000.00) jointly and severally executed and delivered by Breslube-Penn, Inc. and Speedy Oil Services, Inc., a New York corporation, in favor of Equibank, that certain promissory note dated January 4, 1983 in the principal sum of Four Hundred Thousand ($400,000.00) Dollars executed and delivered by Breslube-Penn, Inc. in favor of Equibank, and all related instruments, agreements and documents, which against the other party, each of the aforementioned parties, or their respective agents, employees, representatives, officers, successors and assigns, or any of them, now has or hereafter can or may have for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be duly executed and exchanged this 18th day of June, 1987.

EQUIBANK

By: _____

SPEEDY OIL SERVICES, INC.

By: _____

Attest: _____

(Corporate Seal)

BRESLUBE-PENN, INC.

By: _____

Attest: _____

(Corporate Seal)

January 13, 1984.

TO: RoyNat Inc.
The Royal Bank of Canada
Equibank
Partners

NOTES TO THE FINANCIAL REPORT
FOR THE 2nd QUARTER ENDING NOVEMBER 30, 1983

Please find attached two financial reports for the 2nd quarter ending November 30, 1983. The first represents a consolidated BresLube Enterprises and its collection arms in Canada and the United States. The second is for BresLube-Penn Inc. These financial statements, as in the past, are developed in-house.

BresLube Enterprises

Lubricant sales were at record, overall sales were down because the first quarter includes the seasonal road oil business.

Gross profit has increased substantially due to the merge between BresLube and Canam. This was the first quarter of full integration of the two companies. A significant improvement in our collection productivity was experienced. This has resulted in record high cash flows and profits.

In comparing results of the first six months ending November 30, 1983 with the corresponding period a year ago, we note that the sales have increased by 35.7%. Net income has more than doubled at $695,856 compared to $315,249 a year earlier.

Working capital remains strong at $847,500 despite the extensive fixed asset additions and the fact that RoyNat has not yet disbursed funds towards the Luwa project.

During this quarter the "Luwa" vacuum distillation project of about $2,000,000 was initiated. Start up is expected at the end of the year. Other capital projects were completed, most of these were related to pollution control.

We expect sales to dip slightly in the next quarter. Profits will be minimal due to the seasonal weather effects. Productivity of the used oil collection and the refinery will drop. Overall profits for this fiscal year will still remain ahead of budget and at a record.

... 2

Effect of Canadian Oil (Shell Canada) start-up of the re-refinery in Toronto has not been felt. We expect supply pressure to become a factor sometime during this year. Canadian Oil, prior to start up in April '83 had stored close to 14 million gallons of used oil.

BresLube-Penn Inc.

During the quarter construction of the Lube Plant was completed. Start-up commenced in October '83. As expected, a troubleshooting period was required prior to the initial production which was achieved at the end of the quarter.

In reviewing the financial results we have to note that practically no lube oil production was accomplished during the quarter.

In the next quarter we anticipate moving towards the breakeven point although supply and inefficiencies resulting from inheriting a new plant with new personnel will affect us and slow down the recovery process. In order to achieve a good level of profitability additional sources of supply must be secured at the generator level and certain plant improvements are required.

Joseph Chalhoub
President

JC/smh

April 13, 1984

To: *RoyNat Inc.*
The Royal Bank of Canada
Equibank
Partners

NOTES TO THE FINANCIAL REPORT
FOR THE 3RD QUARTER ENDING FEBRUARY 29, 1984

Please find attached two financial reports for the third quarter ending February 29, 1984. The first represents the consolidated BresLube Enterprises and its collection arms in Canada and the United States. The second is for BresLube-Penn Inc. These financial statements, as in the past, are developed in house.

BRESLUBE ENTERPRISES

Performance, before extraordinary items, for the quarter was poor with a loss of $21,665, this compared with a profit of $5,834 a year ago. The third quarter continued to be historically poor due to the seasonal weather effects. The weather results in a productivity drop in the used oil collection and the refinery.

In comparing results of the first nine months ending February 29, 1984, with the corresponding period a year ago, we note that the sales have increased by 40.0%. Net income before extraordinary items have increased by 96% to $629,988.

Net profits were reduced by $128,907 to $501,081 due to a Federal Sales Tax assessment on sales to Canadian National Railways for the period 1979 to 1983. This assessment is still under dispute. The working capital was $249,544, we expect an improvement of the working capital after the disbursment of funds of RoyNat and due to the new long term loan negotiated with the Continental Bank.

The $2,000,000 Luwa vacuum distillation project is proceeding on schedule with start-up expected at the end of the year.

Negotiations are proceeding with Booth Oil, a re-refiner in Buffalo, to acquire some of the shares of the company.

We have seen some pressure from Canadian Oil (Shell Canada), in the used oil supply market. We are vigorously increasing our supply network in the U.S.A. to reduce potential serious pressure created by Canadian Oil.

...2

We expect an improvement in the profitability of the company in the fourth quarter and a record historical profit in the following quarter due to the dust control business brought in the partnership by Canam Oil.

BRESLUBE-PENN INC.

The move towards breakeven then profitability has been significantly affected by numerous winter start-up problems of the lube plant and environmental problems.

The environmental pressures were mainly related to air pollution. On February 14, 1984 our permit application to operate the lube plant was denied which resulted in an immediate shutdown of the lube plant. Our Breslau staff, with the support of the Coraopolis staff and legal counsel in Pittsburgh, have been able to negotiate a temporary operating period of fifteen working days to evaluate a number of mechanical improvements installed in the plant. Further negotiations will be undertaken to secure the permit. Start-up losses for the period December 1, 1982 to November 30, 1983 have been capitalized and will be amortized over a five year period.

Used oil development at the generator level, continues to be a priority. About 1,500,000 gallons per year of business was added through the acquisition of C & J Oil in Syracuse, New York and Tri-State Oil in Charleston, West Virginia.

BresLube Industries Limited
General Partner of
BresLube Enterprises

LAW OFFICES

LAMPL, SABLE & MAKOROFF

SUITE 3000

710 FIFTH AVENUE

PITTSBURGH, PA. 15219-3088

(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

RECEIVED MAY 5 1982 EQUIBANK Comm. Loan Adj.

May 4, 1982

U.S. DISTRICT COURT
FOR THE WESTERN DISTRICT OF PA
U.S. Courthouse and Post Office
8th Floor
Grant Street
Pittsburgh, PA 15219

Att: Clerk
HAND DELIVERED

In re: EQUIBANK vs. WISEMAN OIL COMPANY, INC.
C.A. No. 82-647 - APPEAL FROM BANKRUPTCY
NO. 81-3367.

Dear Sir:

Enclosed herewith is Equibank's Brief in Support of Bankruptcy Orders of March 11, 1982 and March 17, 1982.

Very truly yours,

LAMPL, SABLE & MAKOROFF

F. Scott Gray

F. Scott Gray

FSG/gp

Enclosure

cc: The Honorable Joseph L. Cosetti
Douglas A. Campbell, Esq.
William M. Densmore, Vice Pres.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

EQUIBANK, Plaintiff, vs. WISEMAN OIL COMPANY, INC., Defendant.	)	C.A. No. 82-647 APPEAL FROM BANKRUPTCY NO. 81-3367

BRIEF OF EQUIBANK
IN SUPPORT OF BANKRUPTCY ORDERS OF
MARCH 11, 1982 AND MARCH 17, 1982

Wiseman Oil Company, Inc. filed its Petition in bankruptcy under Chapter 11 of the Bankruptcy Code. Wiseman Oil Company, Inc. is engaged in the business of oil reprocessing, having its plant in Coraopolis, Allegheny County, Pennsylvania. Equibank is a secured creditor of Wiseman Oil Company, having a first perfected security interest in all of Wiseman's equipment, furniture, fixtures, accounts receivable, inventory and other personal property. Wiseman Oil Company, Inc. owns no real property. Equibank's claim exceeds the aggregate owed to all other creditors.

On February 23, 1982, and March 3, 1982, hearings were held in Bankruptcy Court during which Equibank sought relief from stay and was opposed by Wiseman Oil Company, Inc. Present at these hearings was the attorney for the Unsecured Creditors' Committee. During the course of said hearings, Wiseman Oil Company, Inc. set forth the possibility of borrowing additional funds on a super-priority basis in order to obtain fresh capital to continue operations. Without fresh funds being injected into the company, Wiseman Oil Company, Inc. would lack the ability to:

(a) reorganize under the Bankruptcy Code; and

(b) protect its refining plant because it lacked funds to maintain heat, electricity and safekeeping of the plant.

At the hearings mentioned above, the attorney for the Unsecured Creditors' Committee gave no indication that he was opposed to the injection of fresh funds to secure and maintain the plant.

On March 11, 1982, the Bankruptcy Court entered an Order granting Equibank a super priority on assets of the estate for the extension of a loan in the amount of $50,000.00 in order to maintain and preserve the main asset of the bankrupt's estate. In In re: Garland Corporation, 6 B.R. 456 (1980), it was noted that where a Bankruptcy Court has ample evidence on the record, it may determine that loans on a super-priority basis may be extended to maintain and preserve assets of the bankrupt's estate.

The attorney for the Creditors' Committee requested a hearing to vacate the Order of March 11, 1982 and was granted said hearing on March 17, 1982. Upon hearing of the Unsecured Creditors' Committee's Complaint for vacating the Order of March 11, 1982, the Bankruptcy Court vacated the Order of March 11, 1982 and after argument, re-entered the Order on March 17, 1982. The re-entry of the Order was based upon testimony and hearings conducted on February 23, 1982 and March 3, 1982, at which time the Bankruptcy Court heard all facts and arguments presented. In re: Garland Corporation, supra., the Court noted that:

> "The only criteria mandated by Congress for the fixing of a lien on the free assets pursuant to Section 364(c)(2) are that such action must be authorized by the Court, after notice and a hearing, upon a showing that unsecured credit cannot be obtained."

Section 102 of the Bankruptcy Code, 11 U.S.C. Section 102, provides:

BPDR 0005619

§ 102. Rules of construction. In this title----

(1) "after notice and a hearing", or a similar phrase----

(A) means after such notice as is appropriate in the particular circumstances, and such opportunity for a hearing as is appropriate in the particular circumstances; but

(B) authorizes an act without an actual hearing if such notice is given properly and if ----

(i) such a hearing is not requested timely by a party in interest; or

(ii) there is insufficient time for a hearing to be commenced before such act must be done, and the court authorizes such act;

The Bankruptcy Court had heard the relevant testimony in prior hearings regarding Wiseman's need for funds to protect the assets. Equibank was willing to lend the funds only if it were granted a super priority. The Bankruptcy Court was duty bound to approve this loan, otherwise, the Debtor's assets would have been dissipitated because of the lack of funds to protect them.

The attorney for the Creditors' Committee claims lack of procedural due process. He received due process when argument was heard on his objection. The original Order was vacated but re-entered on March 17, 1982, after reasonable notice and opportunity for hearing was afforded to the attorney for the Unsecured Creditors' Committee pursuant to 11 U.S.C. §102.

Equibank and Wiseman acted completely in good faith in extending the priority loan and there is no basis for reversal of the Order of March 17, 1982. The Creditors' Committee was accorded its procedural right to notice and opportunity to be heard on March 17, 1982. Equibank's

BPDR 0005620

loan was made pursuant to a Court Order and with full disclosure with the intent to preserve assets of the estate. This is certainly not an indication of bad faith. The Creditors' Committee has not stated any injury sustained by the unsecured creditors.

The Orders appealed from must be affirmed as the attorney for the Creditors' Committee was accorded due process and the record adequately supports the Bankruptcy Court's decision.

Respectfully submitted,

LAMPL, SABLE & MAKOROFF

BY: Robert G. Sable

BY: F. Scott Gray

710 Fifth Avenue
Suite 3000
Pittsburgh, PA 15219
(412) 471-4996

ATTORNEYS FOR EQUIBANK

April 13, 1984

To: *RoyNat Inc.*
The Royal Bank of Canada
Equibank
Partners

NOTES TO THE FINANCIAL REPORT
FOR THE 3RD QUARTER ENDING FEBRUARY 29, 1984

Please find attached two financial reports for the third quarter ending February 29, 1984. The first represents the consolidated BresLube Enterprises and its collection arms in Canada and the United States. The second is for BresLube-Penn Inc. These financial statements, as in the past, are developed in house.

BRESLUBE ENTERPRISES

Performance, before extraordinary items, for the quarter was poor with a loss of $21,665, this compared with a profit of $5,834 a year ago. The third quarter continued to be historically poor due to the seasonal weather effects. The weather results in a productivity drop in the used oil collection and the refinery.

In comparing results of the first nine months ending February 29, 1984, with the corresponding period a year ago, we note that the sales have increased by 40.0%. Net income before extraordinary items have increased by 96% to $629,988.

Net profits were reduced by $128,907 to $501,081 due to a Federal Sales Tax assessment on sales to Canadian National Railways for the period 1979 to 1983. This assessment is still under dispute. The working capital was $249,544, we expect an improvement of the working capital after the disbursment of funds of RoyNat and due to the new long term loan negotiated with the Continental Bank.

The $2,000,000 Luwa vacuum distillation project is proceeding on schedule with start-up expected at the end of the year.

Negotiations are proceeding with Booth Oil, a re-refiner in Buffalo, to acquire some of the shares of the company.

We have seen some pressure from Canadian Oil (Shell Canada), in the used oil supply market. We are vigorously increasing our supply network in the U.S.A. to reduce potential serious pressure created by Canadian Oil.

...2

We expect an improvement in the profitability of the company in the fourth quarter and a record historical profit in the following quarter due to the dust control business brought in the partnership by Canam Oil.

BRESLUBE-PENN INC.

The move towards breakeven then profitability has been significantly affected by numerous winter start-up problems of the lube plant and environmental problems.

The environmental pressures were mainly related to air pollution. On February 14, 1984 our permit application to operate the lube plant was denied which resulted in an immediate shutdown of the lube plant. Our Breslau staff, with the support of the Coraopolis staff and legal counsel in Pittsburgh, have been able to negotiate a temporary operating period of fifteen working days to evaluate a number of mechanical improvements installed in the plant. Further negotiations will be undertaken to secure the permit. Start-up losses for the period December 1, 1982 to November 30, 1983 have been capitalized and will be amortized over a five year period.

Used oil development at the generator level, continues to be a priority. About 1,500,000 gallons per year of business was added through the acquisition of C & J Oil in Syracuse, New York and Tri-State Oil in Charleston, West Virginia.

BresLube Industries Limited
General Partner of
BresLube Enterprises

LAW OFFICES
DAVID J. HUMPHREYS, P.A.
1000 LAWYERS BUILDING
PITTSBURGH, PENNSYLVANIA 15219

VID J. HUMPHREYS
HN I. NUBANI

3[illegible]533
AREA CODE 412

June 30, 1982

Mr. Patrick H. Autry
20th Floor, Frick Building
Pittsburgh, PA 15219

Robert Sable, Esquire
710 Fifth Avenue
Pittsburgh, PA 15219

In Re: North Star Coal Company
vs: Wiseman Oil Co. and Equibank
no: 82-418

Gentlemen:

To confirm the discussion of today with Judge Cosetti, North Star Coal Company intends to proceed to sell the oil in the North Star tanks at private sale pursuant to the proposal of WMMC, Inc., dated June 23, 1982. Since I gave you a copy at our meeting, none is enclosed herewith. The net proceeds, after payment of direct costs of sale, will be escrowed with me. I anticipate that in addition to the charge of WMMC there will be incurred testing and lab fees to determine bottom sediment and water percentages since payment is dependant on this. Other expenses may also be incurred.

North Star has requested several bids for this material, which has a limited market, and this one is the best. The method is commercially reasonable and calculated to yield the largest return. Please note that the proposal is for one bank only. The other tanks will be dealt with when the sale of the contents of this first is concluded.

I would appreicate your acknowledgement that this sale procedure is commercially reasonable by signing the copy of this letter enclosed and returning it to me. If you have a buyer at a higher price, by all means, let me know.

We will proceed ten days after that date hereof if we do not receive any objection from you.

Very truly yours,

David J. Humphreys

David J. Humphreys

DJH/clc
cc: WMMC, Inc.
A. C. Speyer, Jr.

CONSENTED TO: Robert H. Sable

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	)	Chapter 11
	)	
WISEMAN OIL COMPANY, INC.,	)	No. 81-3367
	)	
Debtor	)	

NOTICE OF APPLICATION FOR AUTHORITY TO REJECT EXECUTORY CONTRACT

To all interested parties, please take notice that Wiseman Oil Company, Inc., the Debtor-in-Possession, has applied for authority to reject an executory contract dated February 22, 1980, with Qwip Systems, a division of Exxon Enterprises, Inc., concerning certain office equipment systems located at the Debtor's plant.

A hearing is scheduled on the aforementioned Application for Authority to Reject Lease on the 23rd of JULY, 1982, in Room No. 1603, Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania, at 10:00 a.m. prevailing time.

BERKMAN RUSLANDER POHL LIEBER & ENGEL

By _____
Patrick H. Autry, Esquire
Attorneys for WISEMAN OIL COMPANY, INC.

Dated: June 15, 1982

BERKMAN RUSLANDER
POHL LIEBER & ENGEL
20TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA
15219

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	)	Chapter 11
	)	
WISEMAN OIL COMPANY, INC.,	)	No. 81-3367
	)	
Debtor	)	

NOTICE OF APPLICATION FOR AUTHORITY TO REJECT EXECUTORY CONTRACT

To all interested parties, please take notice that Wiseman Oil Company, Inc., the Debtor-in-Possession, has applied for authority to reject an executory contract dated February 28, 1979, with Eastern Copy Products, Inc., of Pittsburgh, Pennsylvania, concerning certain office equipment systems located at the Debtor's plant.

A hearing is scheduled on the aforementioned Application for Authority to Reject Lease on the 23rd of July 1982, in Room No. 1603, Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania, at 10:00 a.m. prevailing time.

BERKMAN RUSLANDER POHL LIEBER & ENGEL

By _____
Patrick H. Autry, Esquire

Attorneys for WISEMAN OIL COMPANY, INC.

Dated: June 15, 1982

BERKMAN RUSLANDER
POHL LIEBER & ENGEL
20TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA
15219

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	)	Chapter 11
	)	
WISEMAN OIL COMPANY, INC.,	)	No. 81-3367
	)	
Debtor	)	

NOTICE OF APPLICATION FOR AUTHORITY TO REJECT EXECUTORY CONTRACT

To all interested parties, please take notice that Wiseman Oil Company, Inc., the Debtor-in-Possession, has applied for authority to reject an executory contract dated January 30, 1980, with Qwip Systems, a division of Exxon Enterprises, Inc., concerning certain office equipment systems located at the Debtor's plant.

A hearing is scheduled on the aforementioned Application for Authority to Reject Lease on the 23rd of July 1982, in Room No. 1603, Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania, at 10:00 a.m. prevailing time.

BERKMAN RUSLANDER POHL LIEBER & ENGEL

By _____
Patrick H. Autry, Esquire

Attorneys for WISEMAN OIL COMPANY, INC.

Dated: June 15, 1982

BERKMAN RUSLANDER
POHL LIEBER & ENGEL
20TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA
15219

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	)	Chapter 11
	)	
WISEMAN OIL COMPANY, INC.,	)	No. 81-3367
	)	
Debtor	)	

NOTICE OF APPLICATION FOR AUTHORITY TO REJECT EXECUTORY CONTRACT

To all interested parties, please take notice that Wiseman Oil Company, Inc., the Debtor-in-Possession, has applied for authority to reject an executory contract dated February 12, 1980, with Qwip Systems, a division of Exxon Enterprises, Inc., concerning certain office equipment systems located at the Debtor's plant.

A hearing is scheduled on the aforementioned Application for Authority to Reject Lease on the 23rd of July 1982, in Room No. 1603, Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania, at 10:00 a.m. prevailing time.

BERKMAN RUSLANDER POHL LIEBER & ENGEL

By _____
Patrick H. Autry, Esquire

Attorneys for WISEMAN OIL COMPANY, INC.

Dated: June 15, 1982

RUSLANDER
BER & ENGEL
FRICK BUILDING
PENNSYLVANIA
15219

LAW OFFICES

LAMPL, SABLE & MAKOROFF

SUITE 3000

710 FIFTH AVENUE

PITTSBURGH, PA. 15219-3088

(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

March 24, 1982

B. A. Karlowitz
20th Floor, Frick Building
Pittsburgh, PA 15219

Re: Wiseman Oil Company, Inc.
Bankruptcy No. 81-3367

Wiseman Oil Company, Inc.
v. Equibank
Adversary No. 82-591

Dear Bill:

Enclosed are copies of a proposed Order in Common Pleas Court continuing the Sheriff's sale, and a proposed Order in Bankruptcy Court. I believe that each of these Orders is without prejudice to either of our positions and is not an admission on the part of either Wiseman Oil or Equibank. In the interim period, I will have the opportunity to join Joseph and Ruth Wiseman as third-party defendants subject to whatever objections they might have, and we will all have an opportunity to reach an amicable solution to this.

These proposed Orders are to be entered with the understanding that it is without prejudice to the rights of any of the parties to request additional relief or a hearing on any of the pending adversary matters. Please review the enclosed and advise me if we can proceed on this basis.

Very truly yours,

Robert G. Sable

RGS:lap
Enclosures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:	)	
	)	
WISEMAN OIL COMPANY, INC.,	)	NO. 81-3367
	)	
Debtor.	)	

* * * * * * * * * * * * * *

WISEMAN OIL COMPANY, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 82-591
	)	
EQUIBANK,	)	
	)	
Defendant.	)	

ORDER OF COURT

AND NOW, at Pittsburgh, this _____ day of March, 1982, Equibank having advised the Court that it will continue the Sheriff's sale which is the subject of the above adversary proceeding to May 3, 1982, it is hereby ORDERED, ADJUDGED AND DECREED that the hearing on the Plaintiff's request for preliminary injunction is continued, with the understanding that Equibank will complete its advertising, but continue the Sheriff's sale until May 3, 1982.

BY THE COURT:

_____
J.

LAW OFFICES
LAMPL, SABLE & MAKOROFF
SUITE 3000
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3088
(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

RECEIVED
APR - 8 1982
EQUIBANK
Comm. Loan Adj.

ORIGINAL
filed

April 6, 1982

B.A. Karlowitz, Esq.
BERKMAN, RUSLANDER, POHL,
LIEBER & ENGEL
20th Floor-Frick Bldg.
Pittsburgh, PA 15219

Douglas A. Campbell, Esq.
CAMPBELL & LEVINE
220 Grant Street
Pittsburgh, PA 15219

In re: EQUIBANK vs. WISEMAN OIL CO., INC.
Adversary No. 82-118

Gentlemen:

Enclosed herewith is a Notice setting a continued hearing on Equibank's Complaint for Relief from Stay and Adequate Protection for April 27, 1982 at 11:30 a.m.

Very truly yours,

LAMPL, SABLE & MAKOROFF

F. Scott Gray

F. Scott Gray

FSG/gp

Enclosure

cc: William M. Densmore, Vice Pres.

BOF 26A
(10/79)

United States Bankruptcy Court

For the WESTERN District of PENNSYLVANIA

WISEMAN OIL COMPANY, INC.,

Debtor.

Bankruptcy No. 81-3367

* * * * * * * * * * * * * * *

Adversary No. 82-118

EQUIBANK,

Plaintiff,

v.

WISEMAN OIL COMPANY, INC.,

Defendant

SUMMONS AND NOTICE OF TRIAL ~~or~~
~~Pre-Trial Conference~~

To the above-name defendant:

You are hereby summoned AND REQUIRED TO SERVE upon Robert G. Sable, , plaintiff's attorney, whose address is 710 Fifth Avenue, Suite 3000, Pgh., PA 15219 , A MOTION OR AN ANSWER* to the complaint which is herewith served upon you, ON OR BEFORE APRIL 28, 1982 , AND TO FILE THE MOTION OR ANSWER WITH THIS COURT not later than the second business day thereafter. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU for the relief demanded in the complaint.

YOU ARE HEREBY NOTIFIED THAT TRIAL OF THE PROCEEDING COMMENCED BY THIS COMPLAINT ~~[OR THAT A PRE-TRIAL CONFERENCE WITH RESPECT TO THIS COMPLAINT]~~ HAS BEEN SET FOR APRIL 27, 1982 , at 11:30 o'clock a.m., in Room 1603 Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania.

Theodore A. Hopkins
Clerk of Bankruptcy Court

By: Connie Felunk
Deputy Clerk

[*Seal of the U.S. Bankruptcy Court*]

Date of issuance: APRIL 6, 1982

BPDR 0005630

*If you make a motion, as you may in accordance with Bankruptcy Rule 712, that rule governs the time within which your answer must be served.

LAW OFFICES
LAMPL, SABLE & MAKOROFF
SUITE 3000
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3088
(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

RECEIVED
APR - 2 1982
EQUIBANK
Comm. Loan Mgt.

March 31, 1982

Robert T. Harper, Esq.
BERKMAN, RUSLANDER, POHL,
LIEBER & ENGEL
20th Floor
Frick Building
Pittsburgh, PA 15219

In re: EQUIBANK - WISEMAN OIL CO.

Dear Mr. Harper:

Enclosed is a copy of an Order entered by Judge Cosetti on March 30, 1982 continuing the hearing on the preliminary injunction. We are also having an Order entered in Common Pleas Court in accordance with your recent letter.

Very truly yours,

LAMPL, SABLE & MAKOROFF

Robert G. Sable

Robert G. Sable

RGS/gp
Enclosure

cc: William M. Densmore, Vice Pres.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:	)	
	)	
WISEMAN OIL COMPANY, INC.,	)	NO. 81-3367
	)	
Debtor.	)	

* * * * * * * * * * * * * *

WISEMAN OIL COMPANY, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 82-591
	)	
EQUIBANK,	)	
	)	
Defendant.	)	

ORDER OF COURT

AND NOW, at Pittsburgh, this 30TH day of March, 1982, Equibank having advised the Court that it will continue the Sheriff's sale which is the subject of the above adversary proceeding to May 3, 1982, it is hereby ORDERED, ADJUDGED AND DECREED that the hearing on the Plaintiff's request for preliminary injunction is continued, with the understanding that Equibank will complete its advertising, but continue the Sheriff's sale until May 3, 1982.

BY THE COURT:

J. R. Conetti

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	:	
WISEMAN OIL COMPANY,	:	Bankruptcy No. 81-3367
Debtor,	:	
North Star Coal Company,	:	Adversary No.
Plaintiff,	:	
VS.	:	
Wiseman Oil Company,	:	
Defendant.	:	

COMPLAINT FOR RELIEF FROM AUTOMATIC STAY

Plaintiff, North Star Coal Company, ("Plaintiff"), complains of the Defendant, Wiseman Oil Company, ("Defendant"), and alleges:

JURISDICTION

1. This Court has jurisdiction of this adversary proceeding pursuant 28 U.S.C. §1471 and 11 U.S.C. §362 and §363.

FIRST CLAIM FOR RELIEF

2. Defendant filed its petition under Chapter 11 of the Bankruptcy Code (11 U.S.C. §101 et. seq.) on December

7, 1981. No trustee has been appointed in Defendant's Chapter 11 case.

3. Plaintiff was at all times herein mentioned and now is a corporation duly organized under the laws of the Commonwealth of Pennsylvania. Plaintiff also does business as North Star Transfer Company and any reference to other North Star Transfer Company or North Star Coal Company, refers to the Plaintiff.

4. Plaintiff is the owner of certain tanks at Monaca, Pennsylvania, for the storage of liquid products.

5. On or about June 29, 1981, Plaintiff entered into a written agreement under which Plaintiff would store Waste Oil owned by the Defendant at the Monaca terminal for the amounts set forth in said agreement. A true and correct of said agreement is attached hereto marked Exhibit "A" and made a part hereof. As of February 16, 1982, the amount due Plaintiff from Defendant pursuant to said agreement was Sixty-seven thousand six hundred twenty-eight ($67,628.00) dollars plus the cost of removal sediment from the bottom of the tanks as set forth in Paragraph 4 of said agreement.

6. The Plaintiff estimates the cost of removing the sediment from the bottom of the tanks at Fifty thousand

BPDR 0005634

($50,000.00) dollars. However, this is an estimate and the exact amount cannot be determined until the work is actually performed.

7. Plaintiff has a statutory lien on the Waste Oil stored in these tanks by virtue of the provisions of U.C.C., §7-209.

8. Under the provisions of §7-210 of the U.C.C., Plaintiff is given authority to sell the goods by public or private sale in compliance with the U.C.C. where default has occurred in the payment of the amounts due.

9. Under the agreement, Exhibit "A", rental was to be paid in monthly in advance. Plaintiff is more than six (6) months delinquent in its payment and is consequently in default under the agreement.

10. The amount due Plaintiff, for storage charges and the estimated cost of removing the bottom sediment is One hundred seventeen thousand six hundred twenty-eight ($117,628.00) dollars.

11. Plaintiff has been informed, and therefore believes and avers that the fair market value of said Waste Oil is $0.15 per gallon.

12. Defendant has stated that the quantity of oil stored in Plaintiff's facility is 600,000 gallons.

BPDR 0005635

Consequently, the fair market value would be Ninety thousand ($90,000.00) dollars, an amount in excess of Plaintiff's lien.

13. Each month increases the amount due Plaintiff by Eleven thousand ($11,000.00) dollars. As of March 1, 1982, the amount due Plaintiff for storage will be Seventy-eight thousand six hundred twenty-eight ($78,628.00) giving a total due Plaintiff of One hundred twenty eight thousand six hundred twenty-eight ($128,628.00) dollars.

14. Defendant-Debtor has no equity in said Waste Oil.

15. The market price of such Waste Oil has declined since the filing of Plaintiff's Voluntary Petition thereby reducing the value of the Waste Oil and consequently is reducing the value of Plaintiff's security.

16. Plaintiff does not have adequate protection for its lien.

17. Defendant has stated its intent to remove some or all of the Waste Oil from Plaintiff's tank for the processing of this Oil. Such removal would be contrary to Plaintiff's statutory lien unless payment is made. Defendant has stated that it does not have adequate funds to

BPDR 0005636

pay Plaintiff in the event that it removes any portion of the Waste Oil.

18. By reason of the foregoing, the Defendant is unable to afford adequate protection to Plaintiff.

19. By reason of Defendant's inability to afford adequate protection to Plaintiff, good cause exists to vacate the automatic stay of 11 U.S.C. §362(a) of the Bankruptcy Code.

SECOND CLAIM FOR RELIEF

20. Plaintiff hereby incorporates the allegations set forth in Paragraph 1 through 19 above.

21. Plaintiff has a common law lien on the Waste Oil held in Plaintiff's tanks.

22. By reason of the foregoing, good causes exists to vacate the automatic stay of 11 U.S.C. §362(a) of the Bankruptcy Code.

WHEREFORE, Plaintiff prays on both claims for relief, for judgment granting Plaintiff relief from the

BPDR 0005637

Automatic Stay of 11 U.S.C. §362(a) of the Bankruptcy Code, and for such other and further relief as is to the Court just and proper.

DATED: February 25, 1991 DAVID J. HUMPHREYS, P. A.

David J. Humphreys, Esquire
Attorneys for Plaintiff
1000 Lawyers Building
Pittsburgh, PA 15219
(412) 391-6533

BPDR 0005638

NORTH STAR
RIVER TERMINAL OPERATIONS AND WAREHOUSING
P.O. BOX 134, MONACA, PENNSYLVANIA 15061 · 412 774-3264

June 29, 1981

Mr. Stephen K. Wiseman
Wiseman Oil Company, Inc.
84 Montour Road
Coraopolis, PA 15108

Subject: New Rates for Handling Wiseman Waste Oil at North Star's Monaca Terminal

Dear Steve:

The following are the new rates we will be charging Wiseman for the handling of Waste Oil at our Monaca Terminal. These rates will be effective from August 1, 1981 thru August 1, 1983.

1) The rental charge will include five (5) tanks.* The rental will be $11,000 (Eleven Thousand Dollars) per month for the first year of the contract, and $12,500 (Twelve Thousand Five Hundred Dollars) per month for the second year of the contract, payable monthly in advance. The rental will include four (4) thruputs. For anything over four thruputs, a 1/3¢ (one-third cent) per gallon will be levied.

2) Material can arrive by either truck or barge. In the case of truck, your drivers will be responsible for pumping oil into the tanks. In the case of barge, Wiseman will be responsible for providing a tankerman and shoreman, or paying North Star for these services.

3) The above rates assume that no heat is used on these tanks. If these tanks are to be heated, Wiseman will pay North Star's total energy cost for this heat, i.e. if there is no asphalt being used at the terminal, energy cost will be our gas bill.

4) Wiseman agrees to immediately remove the remaining water from Tanks #4 and #5. They also agree to accept any damage in the future resulting from water freezing in our tanks.* At the completion of Wiseman's use of these tanks, Wiseman agrees to bear the cost of removing the bottoms that were the result of the contaminated material put in these tanks by Wiseman in the 1980-1981 year.

BPDR 0005639

EXHIBIT "A"

5) North Star's normal hours of operation will be from 7:00 a.m. to 3:00 p.m. five days a week. Any additional manpower provided will be for the account of Wiseman.

6) If North Star uses its pumps to pump both the barge and the material from the tank, Wiseman agrees to indemnify North Star against damage to its pumps by contaminated material in the barges or tanks.

If Wiseman is in accordance with the above, please sign the copy of this letter and return same to us.

THE ABOVE TERMS AND CONDITIONS ARE HEREBY ACCEPTED BY:

Stephen K. Wiseman
Executive Vice President
WISEMAN OIL COMPANY

Alexander C. Speyer, III
Vice President
NORTH STAR TRANSFER COMPANY

Refers to Tanks #1 thru #5

Equibank N.A.

Resolutions of Board of Directors

I, the undersigned, do hereby certify that at a duly and legally called meeting of the Board of Directors of

Wiseman Oil Co, Inc.

a corporation duly organized and existing under the laws of the State of Pennsylvania,

held on December 24, 19 80, a quorum being present, the following resolutions were adopted and are now in full force and effect:

RESOLVED, that the Equibank N.A., be and hereby is designated a depository for the funds of this corporation and that the Officers, Agents, and Employees of this corporation hereby are authorized to deposit any of the funds of this corporation in the Equibank N.A.

RESOLVED FURTHER, That the Equibank N.A., is hereby authorized and directed to honor and pay, and to charge to the account of this corporation, all checks, drafts, bills of exchange, acceptance notes, or orders for the payment of money, when drawn on or addressed to Equibank N.A., and signed and/or countersigned, on behalf of this corporation, by any One (1) of the following Officers or Designated Agents of this corporation, (indicate title only):

Chairman of the Board

President

Executive Vice-President

whether same be payable to the order of, or in favor of the officer or person signing or countersigning them, or to any said officers or persons in his individual capacity, or otherwise; and whether same be deposited to the individual credit of the officer or person signing or countersigning, or to the individual credit of any of the other officers or persons, or otherwise.

RESOLVED FURTHER, That any One (1) of the following Officers or Designated Agents of this corporation, (indicate title only):

Chairman of the Board

President

Executive Vice-President

be and hereby are authorized and directed, for and on behalf and in the name of this corporation, from time to time to borrow money from the Equibank N.A., and to make, execute and deliver the promissory notes or other obligations of this corporation as evidence thereof; and/or to sell or discount its bills receivable; and/or to pledge its receivables, stocks, bonds or other securities or property to said Bank as collateral security for the payment of any of its indebtedness thereto; PROVIDED, however, that any one of the said Officers or Designated Agents of this corporation is hereby authorized to endorse or otherwise guarantee, on behalf of this corporation, the payment of receivables so pledged, sold, or discounted, and to receipt to Equibank N.A. when withdrawing any securities or property pledged as collateral, or left for safekeeping with the Equibank N.A.

RESOLVED FURTHER, That the Secretary or any Assistant Secretary of this corporation is hereby directed to certify, under the corporate seal, to the Equibank N.A., a copy of these resolutions, and the names of the present incumbents of the offices hereinbefore referred to; and to further certify from time to time hereafter the names of any successors to the present incumbents of said offices, or changes in the Designated Agents authorized to act for the corporation in the premises, together with specimens of their respective signatures; and said Bank is hereby authorized, empowered and directed to rely upon any such certificate unless and until the same shall have been formally revoked or altered by a subsequent certificate of this corporation under its corporate seal, duly attested; and that until notice is received said Bank is authorized to act in pursuance of these resolutions, and shall be indemnified against any loss suffered, or liability incurred, by said Bank in continuing to act in pursuance of these resolutions, even though these resolutions may have been changed.

I HEREBY FURTHER CERTIFY, That the following persons have been duly elected or appointed to the respective offices set before their respective names, and that said persons are the duly authorized present incumbents of said offices; and that specimens of their respective signatures are either now on file with said Bank, or submitted herewith:

Chairman of Board	Joseph W. Wiseman	Treasurer	
President	Robert L. Wiseman	Assistant Secretary	
Exec Vice President	Stephen W. Wiseman	Assistant Treasurer	
Vice President			
Secretary			

IN TESTIMONY WHEREOF, I have hereto subscribed my name as Secretary and have caused the corporate seal of said corporation to be hereunto affixed this 24th day of December, 19 80

(SEAL)

Secretary

BPDR 0005641

34 035 (9 72)

November 2, 1981

ENERGY

Waste oil provides windfall for big store, small company

By Vince Gagetta

Converting dirty, messy, hard-to-dispose of waste crankcase oil and used industrial machine oil into useful, reusable fuel has caught the attention of a small Coraopolis company and one of America's largest retailers.

Homestead Industries Inc. of Coraopolis is manufacturing a waste-oil fueled spot heater that it sells primarily to garages, service stations and machine shops to augment oil— and gas—fired heating systems.

Sears Roebuck & Co. has established centers where car owners can take the used crankcase oil they drain from cars in do-it-yourself oil changes for safe and environmentally acceptable disposal and eventual recycling.

Homestead Industry's Jenny division started making and selling its heater—called simply the Jenny Waste Oil Heater—a year ago this month and company officials say the new product has already moved into a position of prominence in its line.

"We got into this line by serendipity," says Fred Schuchman Jr., Jenny division president. "We were looking for a cheap way to heat parts of our own shop and were considering waste oil heaters. After examining what was available on the market, we decided we had the facilities and the capabilities to make our own."

After studying the market further, Jenny decided to manufacture and sell its own model of waste-oil fueled spot heaters, thus joining a small handful of American manufacturers now in the business. Schuchman says waste oil heaters have been made in the United States for less than 10 years. Before that time, most heaters were imported from Europe, mostly from West Germany.

Schuchman's company decided on waste oil heat to augment its shop heating system because it was inexpensive and effective. The heaters do the job and the fuel is available in abundance from the company's normal operations.

"The best feature of this heater is that it uses as fuel something we have a lot of which we can't easily dispose of otherwise," Schuchman says. "It has helped us turn a problem into a profit."

Schuchman determined that the prime prospects for the company's new heater were its existing customers to whom it had been selling steam cleaners, pressure washers, combination cleaners and cleaning chemicals. These customers included service stations, automotive repair shops, construction equipment owners and operators, car washes, machine shops and small industrial plants.

"This product is a natural for our long-time customers because they usually have to heat parts of their shops and garages economically, and they usually have an abundance of waste oil on hand," Schuchman maintains. "We calculate that a heater will pay for itself in its first year of operation easily. And it gives users the opportunity to get rid of a bothersome waste and get a great deal of benefit from it as well."

Jenny manufactures heater models that produce between 100,000 and 300,000 BTUs. They have been tested and certified by the Testing Laboratory of Maine and meet standards established by the industry.

Recently, Schuchman's company and several other waste oil heater manufacturers formed an industry association to maintain standards. The group is also lobbying to have the National Fire Protection Association and building code officials approve waste oil heaters for use in commercial systems.

"We're not in the residential market and have no interest in moving into the market," Schuchman says.

Schuchman is a director of the industry group, called the Waste Oil Heating Manufacturers Association, as is Steven M. Greenberg of Burn'Zall Inc. of New Castle, another area waste oil heater manufacturer.

'It helped us turn a problem into a profit'

One of the longer established companies manufacturing and marketing the heaters is also located in the Pittsburgh area. Tri State Products of Fombell, near Ellwood City, has been in the business for more than four years and makes three models of its Hooter Heater, according to Rudy Kelosky, Tri State president.

Tri State manufactures a 110,000 BTU model heater along with two larger models which produce 200,000 and 450,000 BTUs.

Sears Roebuck is getting into the waste oil business as a service to do-it-yourself car owners who do their own oil changes.

Sears officials cite surveys showing that 60 percent of the nation's car owners change oil themselves twice a year and for the most part don't have environmentally acceptable means of disposing of the used oil. They calculate that 1.6 million gallons of used crankcase oil a year are poured into sewers or open streams, dumped on empty lots and otherwise disposed of in Allegheny County alone.

Sears has set up recycling centers where used oil can be deposited. The collected oil will eventually be shipped off to Petrocon, a waste oil recycling firm located in eastern Pennsylvania.

A Sears spokesman says that the recycling program will help keep oil prices down and reduce dependance on foreign oil supplies. The company is opening the centers to the general public and does not require that those depositing waste oil buy their oil supply from Sears. ■

BPDR 0005642

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:	) Bankruptcy No. 81-3367
	)
WISEMAN OIL COMPANY, INC.,	) Chapter 11
	)
	) Judge Cosetti
Debtor.	)

ORDER OF COURT

AND NOW at Pittsburgh, this _____ day of March, 1982, upon consent of counsel for the debtor-in-possession and counsel for Equibank, it is ORDERED that the Debtor is authorized to borrow a sum of up to $50,000.00 from Equibank under the following terms and conditions:

1. Said loan shall be deemed to be an administrative loan in this proceeding and entitled to first priority over and above all other administrative expenses both in this proceeding and any ensuing proceeding under Chapter 7 of the Bankruptcy Code.

2. Said loan shall be secured by a lien on all of the Debtor's inventory, accounts receivable, equipment, fixtures, furniture and every other asset of every kind, whether acquired prior to the filing of the petition herein or subsequent to the filing of the petition herein.

3. The security given hereunder shall be deemed to be partial adequate protection and as such, said loan shall have priority under Section 507(b) of the Bankruptcy Code.

4. The proceeds of said loan shall be used for the preservation of the property of the estate and shall be disbursed at such times and in such amounts as the Debtor and Equibank shall agree. Said loan shall be payable on

demand and shall bear interest at the rate of 2% over the prime rate in effect at Equibank during the term of said loan.

5. The Debtor shall have the right to use said funds for the payment of payroll for necessary personnel provided, however, the salary of R.P. Robosson shall not exceed $3,000.00 per month and the salary of Robert Wiseman shall not exceed $1,500.00 per month.

6. The Debtor shall file by Tuesday of each week a list of all receipts and disbursements and a list of any liabilities incurred but not paid. Said list shall be filed with the Clerk of the Bankruptcy Court, with the offices of Equibank at Two Oliver Plaza, Commercial Loan Adjustment Department, Pittsburgh, PA 15222 and with Robert G. Sable, LAMPL, SABLE & MAKOROFF, 710 Fifth Avenue, Suite 3000, Pittsburgh, PA 15219.

This Order is entered without prejudice to the rights of any of the parties in any pending litigation and shall not affect the rights of any of the parties hereto or sureties on any of said obligations.

BY THE COURT:

_____ J.

CONSENTED TO:

BY: _____
B.A. Karlowitz, Attorney
for Wiseman Oil Company, Inc.

BY: _____
Robert G. Sable, Attorney
for Equibank

BPDR 0005644

December 14, 1981

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the ____ day of July, 1981, by and between JOSEPH WISEMAN, of 538 N. Neville Street, Pittsburgh, Pennsylvania, (hereinafter referred to as "LANDLORD"), WISEMAN OIL CORPORATION, of Moon Township, Pennsylvania, (hereinafter referred to as "TENANT"), and EQUIBANK, a state chartered bank, of Pittsburgh, Pennsylvania, (hereinafter referred to as "BANK").

W I T N E S S E T H:

WHEREAS, LANDLORD wishes to lease certain real property to TENANT, and TENANT desires to lease said real property from LANDLORD; and

WHEREAS, TENANT is obligated to BANK for certain loans and BANK's approval is required for TENANT to enter into this Lease Agreement; and

WHEREAS, BANK is willing to grant such approval on terms and conditions acceptable to LANDLORD and TENANT as hereinafer set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, warranties and conditions hereinafter set

forth, LANDLORD, TENANT, and BANK, intending to be legally bound hereby, covenant, warrant and agree as follows:

1. DEFINED TERMS

The following terms, wherever initially capitalized, shall have the following meanings:

A. Premises - the Premises as further described in Paragraph 2 and known as 90 Montour Road, Moon Township, Pennsylvania.

B. Term - the term of this Lease as further defined in Paragraph 3.A hereof, shall be for five (5) years.

(1) Commencement date: July _____, 1981

(2) Termination Date: July _____, 1986

C. Annual basic rental - Twenty-Eight Thousand Eight Hundred Dollars ($28,800.00) for the primary term, to be adjusted for the extension periods.

2. DEMISE OF PREMISES

LANDLORD hereby leases to TENANT, and TENANT hereby rents from LANDLORD, the Premises and appurtenances thereto having the total area of approximately ~~eleven~~ four acres. Said premises and appurtenances thereto are shown outlined in red on the drawing identified by the parties hereto as Exhibit "A", a copy of which is annexed hereto, and made a part hereof, and is more particularly described in Exhibit "A-1" attached hereto.

BPDR 0005646

3. TERM

A. Primary Term - The primary term and duration of this Lease (the "Primary Term") shall be for a period of five (5) years, commencing with a commencement date of _____, 1981 and continuing from said commencement date until the end of the Primary Term, and month to month thereafter, unless terminated earlier as set forth herein.

B. TENANT's Options to Extend Lease - LANDLORD does hereby grant to TENANT the right, privilege and option to extend this Lease for two (2) successive periods of five (5) years each (hereinafter referred to as "Extension Period One" and "Extension Period Two", respectively, or together as the "Extension Periods") upon the terms and conditions as hereinafter set forth:

(1) Extension Period One: LANDLORD does hereby grant to TENANT the right, privilege and option to extend the term of this Lease for the five (5) year period immediately following the end of the Primary Term, upon the terms and conditions as contained in this Lease.

(2) Extension Period Two: Should TENANT elect to extend the Lease term as provided in Section 3B(1) hereof, LANDLORD does hereby grant to TENANT the right, privilege and option to further extend the term of this Lease for the five (5) year period immediately following the end of Extension Period One, upon the terms and conditions as contained in this Lease.

C. TENANT's Notice of Election - TENANT, if it elects to extend the Lease term, as provided in Sections 3B(1) or

BPDR 0005647

3B(2) hereof, shall do so by giving LANDLORD written notice of TENANT's election so to extend the Lease term not less than ninety (90) days prior to the expiration date of the Primary Term or Extension Period One, as the case may be.

D. In the event TENANT continues to occupy the Premises after the last day of the term of this Lease, as it may have been extended, and the LANDLORD elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period, upon the same terms and conditions for the Primary Term as herein provided.

4. RENT

A. TENANT agrees and covenants to pay to LANDLORD or to such other persons or entities at such place or places as LANDLORD may from time to time designate in writing, monthly fixed basic rental during the initial three years of the primary term of TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($2,400.00), which payment shall be due no later than the fifth day of each month.

B. For each and every month of the fourth and fifth years of the Primary Term, the rental shall be the initial fixed basic rental of $2,400 multiplied by the Percentage of Increase in the Index as of the first day of the fourth year as such terms are hereinafter defined.

C. For each and every month during the five years of Extension Period One, the rental shall be the initial fixed basic rental of $2,400 mutilplied by the Percentage of Increase

BPDR 0005648

in the Index as of the commencement date of Extension Period One, as such terms are hereinafter defined.

D. For each and every month during the five years of Extension Period Two, the rental shall be the initial fixed basic rental of $2,400 mutliplied by the Percentage of Increase in the Index as of the commencement dte of Extension Period Two as such terms are hereinafter defined.

E. For the purposes hereof, the "Index" shall mean the Consumer Price Index for Wage Earners and Clerical Workers for the Greater Pittsburgh Area issued by the United States Bureau of Labor Statistics from a base of July, 1981.

5. REAL ESTATE TAX INCREASES

"Real Estate Taxes" as used herein shall be defined as all real estate taxes levied and assessed or charged upon or against the land and/or the improvements contained or constructed in the Premises. For each lease year throughout the term of this Lease TENANT shall, within thirty (30) days after billing by LANDLORD, pay as additional rental all Real Estate Taxes relating to the Premises.

LANDLORD shall (when billing TENANT) furnish TENANT photostatic copies of paid Real Estate Tax receipts, or other satisfactory evidence of payment.

In the event TENANT has paid Real Estate Taxes under this Article 5 and any real estate tax refunds are made to LANDLORD, regardless of the reason therefor, LANDLORD shall, within thirty (30) days after the receipt of same, reimburse TENANT its proportionate share of such refunded taxes, less its proportionate share of the costs of obtaining such refund.

6. MAINTENANCE

TENANT will, at TENANT's own cost and expense, keep and maintain the Premises in good condition and appearance. LANDLORD shall not be required to furnish any service or facilities or to make any repairs or alterations to the Premises, and TENANT hereby assumes the full and sole responsibility of the condition, operation, repair, maintenance and management of the Premises.

7. UTILITIES

TENANT will promptly pay all charges for water, sewage, gas, electricity, garbage collection and all other type of utilities and fuel of whatever kind used by TENANT in the Premises.

8. USE PREMISES, ADDITIONS AND ALTERATIONS

A. TENANT will use the Premises for the operation of an oil refining and warehouse concern only and shall have the right to make any alterations, improvements or additions to or within the Premises which it may consider necessary or beneficial

BPDR 0005650

to the operation of its business, with the written consent of LANDLORD, which shall not be unreasonably withheld. All said alterations and additions to the Premises shall be at TENANT's sole cost and expense and shall be in accordance with all applicable laws. TENANT agrees to provide any plans to LANDLORD prior to commencing any alteration or addition. In the event alterations are made to the Premises, TENANT shall indemnify and save harmless the LANDLORD from all expenses, liens, claims or damages to either persons or property or the Premises arising out of or resulting from the undertaking or making of said alterations or improvements, and any such improvement shall become the property of the LANDLORD, and the TENANT shall not be required to remove the same at the termination of this Lease or any renewal thereof.

B. LANDLORD, upon request, agrees to fully cooperate in any proceedings and to execute any necessary consents or applications in respect thereto which may be required by law to permit the construction of any addition or alteration to Premises, provided, however, that such necessary consent or applications shall be prepared in their entirety by TENANT, and are satisfactory to LANDLORD.

C. TENANT agrees not to use the Premises for any purpose in violation of any law, munincipal ordinance or regulation and that on any breach of this agreement the LANDLORD may, at his option, terminate this lease forthwith and reenter and repossess the Premises.

BPDR 0005651

9. Equipment, Fixtures and Signs

Any signs to be erected by TENANT shall have the prior written approval of LANDLORD which approval shall not be unreasonably withheld. Any furnishings, trade fixtures, equipment and signs erected or used on the Premises will, at all times, be and remain the property of TENANT, except as provided for hereinafter. TENANT will have the right to remove same or any part thereof from the Premises during the term of this Lease, or at the expiration thereof, or within thirty (30) days thereafter. Following the expiration of this Lease, TENANT agrees to restore the Premises to its original condition, ordinary wear and tear excepted.

10. CARE AND SURRENDER OF THE PREMISES

TENANT will not commit any act or engage in any practice in or about the Premises which would cause injury or damage to any person or property, and will use reasonable care and diligence to keep and maintain the interior of said Premises in a neat, orderly and sanitary condition. Upon termination of this Lease, TENANT will surrender possession of the Premises, without notice.

11. INSURANCE

A. The TENANT agrees that it will, at its cost and expense, obtain and keep in force and effect, in the names of LANDLORD and TENANT, general liability insurance against any and all claims for personal injury or property damage occurring in,

BPDR 0005652

or upon the Premises during the term of this Lease. Such insurance shall be maintained with limits of liability acceptable to LANDLORD, whose approval shall not be unreasonably withheld.

B. The TENANT agrees that it will, at its cost and expense, obtain and keep in force and effect, a fire and extended coverage insurance policy or policies in the name of LANDLORD and TENANT, as their interests may appear, protecting any building on the Premises from loss or damage within the coverage of such insruance policy for a sum not less than eighty percent (80%) of replacement value of said building, excluding foundation and site work.

12. FIRE AND CASUALTY

If the Premises shall be damaged by fire or other cause, the damage shall be repaired with all reasonable promptness by and at the expense of TENANT and the rent until such repair shall be made shall be apportioned according to the part of the Premises which is usable to TENANT; provided, however, that if the Premises leased hereunder, cannot be restored within one hundred twenty (120) days of such damage, TENANT shall have the right to terminate this Lease as of the date of such damage by giving LANDLORD prompt written notice not later than ten days thereof and LANDLORD shall be entitled to receive all proceeds from fire or other insurance coverage on the Premises. Any lease year during which the Premises are so untenantable shall be extended by the period of untenantability

BPDR 0005653

and rental payable hereunder shall be abated on a per-diem basis for said period.

13. CONDEMNATION

A. Total - In the event all or a substantial portion of the Premises is taken or condemned by any competent authority, TENANT shall have the right: (a) to terminate the Lease as of the earlier of the transfer of title or the date of the taking of possession by the condemning authority, in which event any unearned rent paid or credited will be refunded by LANDLORD or TENANT; or (b) to continue the Lease in full force and effect with a reduced fixed rental commensurate with the reduced area and/or reduced utility of the premises, in lieu of the amount of rental hereinabove provided, which reduced rental will become effective upon the earlier of the date of title transfer or the date of such taking of possession. TENANT shall elect between these rights and given notice to LANDLORD of its election within sixty (60) days after the date when possession of all or a portion of the Premises is required by the condemning authority.

B. In the event less than all or a substantial portion of the Pemises is taken by the condemning authority, then the fixed rental set forth in Paragraph 4 hereof shall be reduced in proportion to the ratio the square footage of the property taken bears to the total square footage of the Premises prior to the taking or condemnation, and LANDLORD shall cause TENANT to

BPDR 0005654

promptly restore the Premises and the Lease shall remain in effect.

C. In the event of condemnation of all or any part of the Premises, TENANT shall not have the right to claim and recover for any part of LANDLORD'S award or damages for such taking. TENANT shall have the right to be represented in the condemnation proceedings but shall not make claim against the condemnation for the amount of damage done to TENANT'S leasehold estate.

14. ENTRY BY LANDLORD

LANDLORD, its agents and representatives may, after reasonable notice, enter the Premises at any reasonable time for the purpose of inspection thereof, provided, however, that, in so doing, LANDLORD, its agents or representatives will avoid interfering with the use and occupancy of the Premises by TENANT

15. ASSIGNMENT OR SUBLETTING

TENANT may not assign this Lease and/or sublet the whole or any part or parts of the Premises without obtaining the written permission of LANDLORD. In the event Bank assumes TENANT'S rights and liabilities under the Lease or option to purchase, it shall have the right to assign said Lease or purchase option to any financially responsible third party or sublet the premises to any third party.

16. DEFAULT

A. In the event TENANT fails to pay when due any of the rentals provided for herein or fails promptly to keep and

BPDR 0005655

perform any other affirmative covenant in this Lease, LANDLORD, prior to taking any other action, shall give TENANT and BANK written notice specifying the default(s). TENANT shall have thirty (30) days to correct any default(s). If TENANT fails to correct said default(s) within the specified time period, LANDLORD shall give BANK an additional thirty (30) days to cure any default(s). If such default(s) are not corrected within said time period LANDLORD may terminate this Lease and reenter the Premises with or without process of law, and take possession thereof by reasonable force; or relet the Premises at the best rental obtainable, TENANT to remain liable for the deficiency, if any, between the rental received by LANDLORD on any reletting and the fixed monthly rental provided for herein.

B. Should there be any material default or breach of this Lease on the part of LANDLORD, TENANT shall give LANDLORD and BANK notice thereof, and should the LANDLORD fail to correct such breach or default within thirty (30) days after such notice, TENANT may terminate this Lease.

C. If any default occurs, other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days, and if the defaulting party commences to eliminate the cause of such default within said thirty (30) day period and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure the default(s), then the non-defaulting party shall

BPDR 0005656

not have the right to declare the Lease terminated by reason of such default.

D. LANDLORD acknowledges BANK'S position as a secured first party creditor of TENANT, and agrees that if TENANT defaults under its existing loan agreements with BANK or under this Lease, BANK shall have the right to assume TENANT'S rights and obligations hereunder in the event any such default of TENANT remains uncured past any grace period.

E. BANK shall not be required to cure any default of TENANT in order to exercise any of its rights hereunder including but not limited to BANK'S right to extend the term of the lease or purchase the premises. Notwithstanding anything to the contrary contained herein, BANK may exercise either the right to purchase or the right to take possession under the Lease without curing any prior default of TENANT.

17. BANKRUPTCY OR INSOLVENCY

If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against TENANT which result in any adjudication of bankruptcy, or if TENANT shall file, or any creditor of the TENANT shall file, or any other person or persons shall file any petition under Chapter XI of the Bankruptcy Act of the United States of America, as it is now in force or may hereafter be amended, and TENANT be adjudicated bankrupt, or TENANT makes an assignment for the benefit of creditors, or any sheriff, marshall, constable, or keeper take possession thereof by virtue of any attachment or execution proceedings and offer same for sale publicly, then LANDLORD may, at its option, in either or any of such events, immediately take

BPDR 0005657

possession of the Premises and terminate this Lease, subject to the rights granted BANK herein. Upon such termination, all installments of rent earned to the date of termination and unpaid shall at once become due and payable.

18. WAIVER

The failure of LANDLORD, TENANT or BANK to insist upon prompt and strict performances of any of the terms, conditions or undertakings of this Lease, or to exercise any option herein conferred, in any one or more instances, except as to the option to extend or renew the term, shall not be construed as a waiver of the same or any other term, condition, undertaking or option.

19. UNAVOIDABLE DELAYS

The provisions of this Paragraph 19 shall be applicable if there shall occur, on and after the commencement date of the Lease Term, any strikes, lockouts or labor disputes, inability to obtain labor or materials or reasonable substitutes therefor or acts of God, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty or other conditions similar or dissimilar to those enumerated in this Paragraph beyond the reasonable control of the party obligated to perform. If LANDLORD or TENANT shall, as a result of any of the above mentioned events, fail punctually to perform any obligation on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by the party in question, but only to the

BPDR 0005658

extent and for the time occasioned by such event. Notwithstanding anything to the contrary herein contained, however, the provisions of this Paragraph 19 shall not be applicable to TENANT's obligation to pay, when due and payable, the Rent or any additional sums or charges; and in addition, lack of funds and inability to procure financing shall not be deemed to be an event beyond the reasonable control of LANDLORD or TENANT. In the event of any unavoidable delay as in this Paragraph provided and as a condition precedent of LANDLORD or TENANT claiming or relying upon such delay, the party in question shall give notice in writing of such event to the other party within ten (10) days after the occurrence of the same.

20. OPTION TO PURCHASE

A. LANDLORD hereby grants to TENANT, so long as TENANT is not in default hereunder, the exclusive and irrevocable right and option to purchase the Premises, during the option periods and for the consideration hereinafter set forth. The option to purchase the Premises shall commence with the fourth year of this Lease and continue for the first sixty (60) days during each successive year of this Lease or any renewal thereof until midnight of the sixtieth day of each lease year. The option shall be for a purchase price of (i) $160,000 adjusted to fully reflect the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Greater Pittsburgh Area issued by the U. S. Bureau of Labor Statistics from a base of July, 1981 or (ii) the fair market value of the Premises, whichever is higher.

BPDR 0005659

B. TENANT may exercise this option at any time during any option period by its tender by personal delivery or by certified mail to LANDLORD of written notice of its decision to do so. LANDLORD and TENANT shall agree on an independent appraiser within ten (10) days of TENANT'S exercise of this option and a closing shall be held within sixty (60) days of both parties' receipt of the appraiser's report. The cost of such appraisal shall be borne equally by the parties. The purchase price shall be paid in cash at the closing.

21. In addition to the other rights accruing to BANK hereunder, Bank shall have the following rights hereunder.

A. In the event TENANT fails to extend the Lease pursuant to Paragraphs 3B and 3C hereof, LANDLORD shall notify BANK of such failure and BANK may elect to exercise said extension option within 120 days of said notification to BANK under the same terms and conditions as TENANT or exercise the option set forth in Paragraph 21B hereof.

B. In the event of default by TENANT in any of obligations to BANK, BANK shall have the right to so notify LANDLORD of such default and for a period of 120 days after BANK'S notification, BANK shall have the right to purchase the premises. This paragraph shall not require BANK to notify LANDLORD of TENANT'S default but the option to purchase shall become exercisable only after notification set forth herein. The purchase price shall be $160,000.00 adjusted to fully reflect the change in the Consumer Price Index for Uniform

BPDR 0005660

Wage Earners and Clerical Workers for the Greater Pittsburgh Area issued by the U.S. Bureau of Labor Statistics from a base of July, 1981. Said option to purchase shall supersede and be superior to any right or option to purchase of TENANT. Title shall be arranged by General Warranty Deed, free and clear of liens and encumbrances. All transfer taxes shall be divided equally.

C. LANDLORD agrees that any right, claim or lien it now has or may in the future have against any property of the Debtor including furniture, fixtures, or equipment whether or not said proeprty is affixed to premises or not, is subordinate and junior to the rights, claims and liens of the BANK and that BANK shall have the right at any reasonable time to inspect the premises and to remove the TENANT'S property therefrom, provided the premises are restored to the condition they were in prior to removal.

D. It is the intent of this paragraph and other provisions of the Lease to grant BANK the right to purchase or lease the premises so that it can maximize the going concern value of the premises and other assets of the TENANT pledged to BANK as collateral security for its loans to TENANT and this Agreement shall be construed to obtain that result. BANK shall not be responsible to perform any convenant hereunder unless it expressly elects to do so in accordance herewith.

BPDR 0005661

22. NOTICES TO TENANT

Any notice required to be given to TENANT under the terms of this Lease shall be in writing and mailed via certified mail return receipt requested to:

WISEMAN OIL CORPORATION
84 Montour Road
Coraopolis, PA 15108
ATTENTION: Stephen K. Wiseman,
Executive Vice President

with a copy to:

Jerome B. Lieber, Esquire
BERKMAN RUSLANDER POHL LIEBER & ENGEL
20th Floor, Frick Building
Pittsburgh, PA 15219

23. NOTICES TO LANDLORD

Any notice and the rental payments required to be given to LANDLORD under the terms of this Lease shall be in writing and mailed via certified mail return receipt requested to:

Mr. Joseph Wiseman
538 N. Neville Street
Pittsburgh, PA 15213

or to such other address as LANDLORD may furnish to the other parties in writing.

24. NOTICES TO BANK

Any notice required to be given to BANK under the terms of this Lease shall be in writing and mailed via certified mail return receipt requested to:

EQUIBANK
Two Oliver Plaza
Pittsburgh, PA 15222

BPDR 0005662

25. PARTIES

The terms, covenants, agreements, conditions and undertakings contained herein shall be binding upon and shall inure to the benefit of the heirs, executors, legal representatives, successors in interest and assigns of the parties hereto.

26. ENTIRE AGREEMENT: MODIFICATION: SEVERABILITY

This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Lease, will alter the covenants, agreements and undertakings herein set forth. This Lease shall not be modified in any manner, except by an instrument in writing executed by the parties. If this Lease, or any term or provision thereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable as determined by any court or governmental body having jurisdiction hereof, the remainder, if any, of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease unaffected shall be valid and be enforced to the fullest extent permitted by law, without any liability therefor to each of the parties. If for any reason the Prime Lease between LANDLORD and TENANT shall be terminated,

BPDR 0005663

this Lease shall be terminated as well.

27. NUMBER AND GENDER

All of the terms and words used in this Lease, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular or plural), and any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

WITNESS the due execution hereof the day and year first above written.

WITNESS:

LANDLORD

_____

_____
Joseph Wiseman

TENANT

ATTEST:

WISEMAN OIL CORPORATION

_____

By_____

BANK

ATTEST:

EQUIBANK

_____

By_____

BPDR 0005664

LAW OFFICES

LAMPL, SABLE & MAKOROFF

SUITE 3000

710 FIFTH AVENUE

PITTSBURGH, PA. 15219-3088

(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

January 21, 1982

Robert Thomas Harper, Esq.
BERKMAN, RUSLANDER, POHL,
LIEBER & ENGEL
20th Floor - Frick Building
Pittsburgh, PA 15219

In re: EQUIBANK - WISEMAN OIL

Dear Mr. Harper:

I met with Judge Cosetti on January 21, 1982 and he agreed to hold a hearing on the Complaint for Relief from Stay and Adequate Protection that we had filed on behalf of Equibank on Tuesday, January 26, 1982, at 4:00 p.m.

As I advised you, Equibank is most concerned with the adequate protection aspect of this application and is basically seeking the relief sought in the proposed Order I had submitted to your office.

I am also attempting to contact Attorney T. Lawrence Palmer who represents Duquesne Light, with the hope that Mr. Palmer will delay any shut off pending the outcome of the hearing on Tuesday.

As we have indicated, we are available to discuss the entry of an Order agreeable to all parties.

Very truly yours,

LAMPL, SABLE & MAKOROFF

Robert G. Sable

Robert G. Sable

RGS/gp

cc: William M. Densmore,
Vice Pres. of Equibank

LAMPL, SABLE & MAKOROFF
SUITE 300
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3068
(412) 471-4000

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

FILED
DEC 15
EQUIBANK
Loan

December 14, 1981

Bernard Eisen, Esq.
BERKMAN, RUSLANDER, POHL,
LIEBER & ENGEL
20th Floor - Frick Building
Pittsburgh, PA 15219

In re: EQUIBANK - JOSEPH WISEMAN - WISEMAN OIL CORPORATION
(Lease Agreement)

Dear Bernie:

Enclosed is the revised Lease Agreement between Wiseman Oil Corporation, Joseph Wiseman and Equibank. In accordance with our discussions, I have made the changes in Paragraphs 4(E), 13(C), 20(A) and have added a clarifying sentence at the end of Paragraph 16(E).

Please obtain Joseph Wiseman's signature to an original and two copies. We can then obtain an Order from the Bankruptcy Court approving this transaction.

Very truly yours,

LAMPL, SABLE & MAKOROFF

Robert G. Sable

RGS/gp
Enclosure

cc: H.P. Pernisek, Senior Vice President - Equibank

PITTSBURGH, PA. 15222 September 20, 1977

Equibank N.A.
Oliver Plaza
Pittsburgh, Pennsylvania 15222

Attn: John Nicoll, Esquire
Vice President and General Counsel

PARMELEE, MILLER, WELSH & KRATZ, P.C.
SUITE 721
301 FIFTH AVENUE BUILDING

PATENTS & TRADEMARKS

Month Of
August

Re: Wiseman Oil

To Services: 8/5 Conference with Ed Smock and L. Vargo; Preparation of Security Agreements (Equipment - Accounts Receivable - Inventory) Loan Agreement; 8/17 Preparation of Commitment Letter and conference with L. Vargo. $1,830 00

PROFIT CENTER	EXPENSE CODE
116	255654
APPROVED BY: Edward E. Smock	
(Print Name) EDWARD E. SMOCK	
PROFIT CENTER (Other than above) 105	
INITIAL	DATE 09/26/77

© Dun & Bradstreet, Inc.

This report has b

197

BE SURE NAME, BUSINESS AND ADDRESS MATCH YOUR FILE.

ANSWERING INQUIRY

SUBSCRIBER: H. Pernisek

THIS REPORT MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY MANNER WHATEVER.

CONS

DUNS: 06-193-6779
NEWTOWN REFINING CORP

37-80 REVIEW AVE
LONG ISLAND CITY NY 11101
TEL 212 RA9-7662

DATE PRINTED
AUG 17 1978

OIL REFINING

SIC NOS.
29 11

SUMMARY
RATING --

STARTED 1972
PAYMENTS SEE BELOW
EMPLOYS 10
HISTORY INCOMPLETE

RUSS MAHLER, PRES

PAYMENTS (Amounts may be rounded to nearest figure in prescribed ranges)

REPORTED	PAYING RECORD	HIGH CREDIT	NOW OWES	PAST DUE	SELLING TERMS	LAST SALE WITHIN
7/78	Ppt	20000	-0-	-0-		6-12 Mos
5/78	(2)	250	-0-	-0-		2-3 Mos
3/78	Slow 25	40000	40000	10000	N30	1 Mo

On 01/05/77 list of suppliers were unavailable.

FINANCE
01/05/78 On Jan 24 1978 principals were absent.

Defendant: Newtown Refining Corp. AKA: Ag-Met Oil Svc. Inc., Plaintiff: Howard Oil Co. Inc. Amount $9,315. Suit: Goods sold and delivered. Date Filed: Jun 28 1977.

Defendant: Subject. Plaintiff: Thermopower Corp. Amount: $4,320. Suit: Agreement. Date Filed: Oct 26 1977.

Defendant: Subject. Plaintiff: Thermopower Corp. Amount: $4,320. Suit: Agreement. Date Filed: Jun 2 1977.

On May 20 1977, a suit in the amount of $j1,110 was entered against subject by K Co. Inc. Cause of action was goods sold and delivered.

HISTORY
01/05/78 RUSS MAHLER, PRES THOMAS HUMISTON, V PRES & SEC

DIRECTORS: The officers

Believed incorporated New York State Aug 1972. Entity confirmed in outside quarters. Believed business started Aug 1972. Amount and source of starting capital not known at this time.

MAHLER, complete antecedents not available at this time.

The above officers are also officers in the following:

RELATED CONCERN:

Northeast Oil Service Inc., located caption address. Reportedly distributes oil in the upstate New York area. Further details not known. Inter-company relations, if any, not known.

OPERATION
01/05/78 Oil refining, specifically, re-refining waste oil. Further operational information not made available. Terms of sale not disclosed. EMPLOYEES: At least 10 employed, including officers, 8 here.

LOCATION: Rents space on ground floor of a one story frame building in poor condition located on secondary business section on side street. Premises old but well kept. Also occupies large parcel of land where refining is maintained at caption address.

BRANCHES: Subject maintains branch facilities at 303 Landmark Tower, Stanford, Conn, 2 employed here.

08-17(100 /13)0000/00 43403 094
Bankers Trust, 1 Whitehall, NYC, NY

BPDR 0005668

THIS REPORT, FURNISHED PURSUANT TO CONTRACT FOR THE EXCLUSIVE USE OF THE SUBSCRIBER AS ONE FACTOR TO CONSIDER IN CONNECTION WITH CREDIT, INSURANCE, MARKETING OR OTHER BUSINESS DECISIONS, CONTAINS INFORMATION COMPILED FROM SOURCES WHICH DUN & BRADSTREET, INC. DOES NOT CONTROL AND WHOSE INFORMATION, UNLESS OTHERWISE INDICATED IN THE REPORT, HAS NOT BEEN VERIFIED. IN FURNISHING THIS REPORT, DUN & BRADSTREET, INC. IN NO WAY ASSUMES ANY PART OF THE USER'S BUSINESS RISK, DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED, AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY WHATEVER RESULTING FROM CONTINGENCIES BEYOND ITS CONTROL OR FROM NEGLIGENCE. 9R2-10 (750110)

BRESLUBE-PENN, INC./
SPEEDY OIL SERVICES, INC.

BPDR 0005669

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

7,691

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

800

ACCOUNT CONTROL NUMBER
791025207925-71

WISEMAN OIL CO
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND
A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE
T = OVERSIZE TIRES
X = FORMERLY A TAXI

A26124237 74 WHITE

TITLE NUMBER | YEAR | MAKE OF VEHICLE | TYPE | CODES

1BD20GH832425 | 44,000

VEHICLE IDENTIFICATION NUMBER | MAX GROSS VEHICLE WEIGHT | MAX GROSS COMB WEIGHT | TAXLES

04-17-79 | 08-22-74

DATE OF ISSUE | DATE ORIG. TITLED | SEAT CAP | ODOMETER WHOUSE AT PURCH.

The motor vehicle or trailer described hereon is subject to the following liens:

FIRST LIEN $14,700,000.00 LIEN RELEASED

FAVOR OF: DATE

EQUIBANK NA
COMM LOAN ADJUSTMENT
2 OLIVER PLZ
PITTSBURGH PA 15268

LIEN HOLDER

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED

DATE

LIEN HOLDER

BY

AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle

Thomas D. Larson

Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. (If None, so state)

X SIGNATURE OF OWNER OR AUTHORIZED PERSON

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF 19

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES 19

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO §409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE STATE ZIP CODE

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. (If None, so state)

X SIGNATURE OF OWNER OR AUTHORIZED PERSON

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF 19

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES 19

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO §409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE STATE ZIP CODE

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER—TITLE FEE $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or notation on the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X SIGNATURE OF OWNER OR AUTHORIZED PERSON

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. ( ) Area Code Phone No.

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

FIRST LIEN

2ND ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SECOND LIEN

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF 19

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES 19

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE

TEMP PLATE #

☐ TRANSFER OF REGISTRATION PLATE NUMBER

☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO.

POLICY NO. CODE #

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE.

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their child(ren) (including step-child(ren) or child(ren)-in-law) or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X SIGNATURE OF TRANSFEROR

X SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER

RELATIONSHIP: FROM TO

CONTROL NUMBER 28653896

MV-4 (9-78)

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

9-208

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

998 791221001715-48

WISEMAN ROAD OIL CO
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND
A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE
[illegible] = OVERSIZE TIRES
[illegible] = FORMERLY A TAXI

TITLE NUMBER	YEAR	MAKE OF VEHICLE	TYPE	CODES
A25847509	74	CHEVROLET	TK	

VEHICLE IDENTIFICATION NUMBER		MAX. GROSS VEHICLE WEIGHT	MAX. GROSS COMB. WEIGHT	AXLES
1C80H48444389		5,000		

DATE OF ISSUE	DATE ORIG. TITLE					ODOMETER THOUSANDS AT PURCH
05-02-79	05-22-74	TK				

The motor vehicle or trailer described hereon is subject to the following liens:

FIRST LIEN
FAVOR OF: $ 100,000.00

LIEN RELEASED
DATE

EQUIBANK N.A. COMMERCIAL LOAN ADM
TWO OLIVER PLAZA
PITTSBURGH PA 15222

LIEN HOLDER
BY
AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED
DATE

LIEN HOLDER
BY
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas D. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If "None" so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L _____ DAY OF _____ 19 _____

_____ SIGNATURE OF PERSON ADMINISTERING OATH

_____ MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19 _____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO §409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I TRANSFER OWNERSHIP OF THIS VEHICLE TO:

_____ NAME OF PURCHASER(S) (TYPE OR PRINT)

_____ ADDRESS

_____ POST OFFICE _____ STATE _____ ZIP CODE

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If "None" so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L _____ DAY OF _____ 19 _____

_____ SIGNATURE OF PERSON ADMINISTERING OATH

_____ MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19 _____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO §409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I TRANSFER OWNERSHIP OF THIS VEHICLE TO:

_____ NAME OF PURCHASER(S) (TYPE OR PRINT)

_____ ADDRESS

_____ POST OFFICE _____ STATE _____ ZIP CODE

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER – TITLE FEE $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or registration to the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. (_____) _____
Area Code Phone No.

ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

FIRST LIEN
_____ ENCUMBRANCE HOLDER
_____ ADDRESS
_____ POST OFFICE _____ STATE _____ ZIP CODE

2ND ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

SECOND LIEN
_____ ENCUMBRANCE HOLDER
_____ ADDRESS
_____ POST OFFICE _____ STATE _____ ZIP CODE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L _____ DAY OF _____ 19 _____

_____ SIGNATURE OF PERSON ADMINISTERING OATH

_____ MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19 _____

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____
TEMP PLATE #

*☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

*☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO. _____

POLICY NO. _____ CODE # _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE

Plate may be transferred between spouses or between parent(s) [including step-parent(s) or parent(s)-in-law] and their child(ren) [including step-child(ren) or child(ren)-in-law] or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X _____ SIGNATURE OF TRANSFEROR

X _____ SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER _____

RELATIONSHIP _____ FROM _____ TO _____

CONTROL NUMBER

28806637

MV-4 (9-78)

BPDR 000507

Brisbane Penn

RECEIVED
JUL 23 1985
EQUIBANK
Cons. Loan Adj.
299

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

8-207

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

998 791221001714-48

WISEMAN OIL CO
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

[redacted]

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas D. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If "None" so state

X _____
SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____
SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS
_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 6408(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE _____

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If "None" so state

X _____
SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____
SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS
_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 6408(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE _____

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER—TITLE FEE $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or registration to the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X _____
SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____
SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. (_____) _____
Area Code Phone No.

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS
_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE _____

FIRST LEIN

2ND ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE _____

SECOND LEIN

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____
TEMP PLATE #

☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____
REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO. _____

POLICY NO. _____ CODE # _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their child(ren) (including step-child(ren) or child(ren)-in-law) or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X _____
SIGNATURE OF TRANSFEROR

X _____
SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER _____

RELATIONSHIP _____ FROM _____ TO _____

CONTROL NUMBER

MV-4 (9-78)

28806636

BPDR 0005676

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

998

ACCOUNT CONTROL NUMBER

791221001711-48

WISEMAN OIL COMPANY
84 MONTOUR RD
CORAOPOLIS PA 15105

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

000.00

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas D. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE – ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If "None" so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO §409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If "None" so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO §409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER—TITLE FEE $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or registration to the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. (_____) _____
Area Code Phone No.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19____

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE

FIRST LEIN

2ND ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE

SECOND LEIN

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____ TEMP PLATE #

☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO. _____

POLICY NO. _____ CODE # _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their child(ren) (including step-child(ren) or child(ren)-in-law) or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X _____ SIGNATURE OF TRANSFEROR

X _____ SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER _____

RELATIONSHIP _____ FROM _____ TO _____

CONTROL NUMBER

MV-4 (8-76)

28806633

BPDR 0005678

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

CONTROL NUMBER 3480220

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation certify that an application has been made to me, pursuant to the Act of April 29, 1959, P.L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

AMERICAN TALLOW CORP
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE MOTOR VEHICLE
F = VEHICLE BROUGHT INTO PENNA. FROM ANOTHER STATE OR FOREIGN COUNTRY
X = VEHICLE WAS FORMERLY A TAXI
R = RECONSTRUCTED VEHICLE

TITLE NUMBER		MAKE OF VEHICLE	TYPE	MANUFACTURERS SERIAL NUMBER
B17471593		MACK	TK	N68P1036

DATE OF ISSUE	REGISTRATION FEE	GROSS WEIGHT	AXLES	SEATING CAPACITY	DUPLICATE	DATE ORIG. TITLED	CODES
11-17-70	$230.00	to 33,000					F

CHANGED TO 40,000 lbs. 2-19-71

And that the motor vehicle or trailer described hereon is subject to the following encumbrances.

FIRST ENCUMBRANCE FAVOR OF: _____ AMOUNT

ENCUMBRANCE RELEASED _____ DATE

_____ ENCUMBRANCE HOLDER

BY _____ AUTHORIZED REPRESENTATIVE

SECOND ENCUMBRANCE FAVOR OF: _____ AMOUNT

ENCUMBRANCE RELEASED _____ DATE

_____ ENCUMBRANCE HOLDER

BY _____ AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

V. W. ANCKAITIS

Secretary of Transportation

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

IMPORTANT— FOLLOW THESE INSTRUCTIONS

1. PRINT IN INK OR TYPEWRITE ALL INFORMATION.
2. UPON TRANSFER OF OWNERSHIP OF THE MOTOR VEHICLE OR TRAILER DESCRIBED HEREIN, THE ASSIGNMENT (BLOCK A) OR THE ASSIGNMENT AND REASSIGNMENT (BLOCK A & B) WITH THE PURCHASER'S APPLICATION (BLOCK C) MUST BE COMPLETED AND FORWARDED TO THE DEPARTMENT OF TRANSPORTATION, BUREAU OF MOTOR VEHICLES, WITHIN (15) DAYS.
* 3. WHEN REASSIGNMENT (BLOCK B) IS BY REGISTERED PENNSYLVANIA DEALER NO FEE IS REQUIRED.
Δ 4. WHEN PURCHASER'S APPLICATION (BLOCK C) IS BY REGISTERED PENNSYLVANIA DEALER THE FEE IS $0.50.
5. INDIVIDUAL OWNER MUST SIGN EXACTLY AS NAME APPEARS ON CERTIFICATE OF TITLE OR ASSIGNMENT. IN CASE OF JOINT OWNERSHIP COMPLETE SIGNATURES OF EACH OWNER REQUIRED. IF COMPANY OR CORPORATION, SIGN FIRM NAME PER AUTHORIZED REPRESENTATIVE.
6. REMIT REQUIRED FEE BY CHECK OR MONEY ORDER PAYABLE TO THE "PENNSYLVANIA DEPARTMENT OF TRANSPORTATION." DO NOT SEND CASH.

A. ASSIGNMENT OF CERTIFICATE OF TITLE NUMBER: _____ NO FEE

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER

ADDRESS

POST OFFICE STATE ZIP CODE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

We, I, warrant this Certificate of Title, and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF SELLER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

B. REASSIGNMENT OF CERTIFICATE OF TITLE FEE $2.00*

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER

ADDRESS

POST OFFICE STATE ZIP CODE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

We, I, warrant this Certificate of Title, and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF SELLER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE.

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER Fee $2.00Δ

The undersigned hereby makes application for Certificate of Title to the motor vehicle or trailer described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

Is this motor vehicle or trailer subject to any encumbrance other than as set forth above? If so complete the following:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF PURCHASER IN INK
SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

D. APPLICATION FOR (CHECK ONE)

(DEPARTMENT USE ONLY)
Title Number _____ R ☐ NR ☐

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER _____ REISSUE REASON _____ (LOST, STOLEN, DEFACED)

1. New registration plate fee see face of title
2. Passenger and motorcycle 1/2 fee beginning Oct. 1, 1/4 fee beginning Jan. 1
3. Commercial, bus and trailer 1/2 fee beginning Dec. 1, 1/4 fee beginning Mar. 1
4. School bus 1/2 fee beginning Jan. 1, 1/4 fee beginning April 1
5. Transfer fee $2.00 when vehicle is of like class, or $2.00 plus difference in fee if class is higher.
6. Reissue fee $1.00 except motorcycles, when the fee is $0.50

SIGNATURE OF APPLICANT IN INK
APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD IS NOT ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

TMV-4 (2-65)

BPDR 0005680

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

CONTROL NUMBER
01335037

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Revenue, certify that an application has been made to me, pursuant to the Act of April 29, 1959, P. L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

THE BUNCHER CO
2515 PREBLE AVE
PITTSBURGH PA 15233

55

CODE LEGEND

A=ANTIQUE MOTOR VEHICLE
F=VEHICLE BROUGHT INTO PENNA. FROM ANOTHER STATE OR FOREIGN COUNTRY
X=VEHICLE WAS FORMERLY A TAXI
R=RECONSTRUCTED VEHICLE

TITLE NUMBER		MAKE OF VEHICLE	TYPE	MANUFACTURERS SERIAL NUMBER
A00319121		HIGHWAY	TRL	159673

DATE OF ISSUE	REGISTRATION FEE	GROSS WEIGHT	AXLES	SEATING CAPACITY	DUPLICATE	DATE ORIG. TITLED	CODES
03-31-70	$125.00	36000					

And that the motor vehicle or trailer described hereon is subject to the following encumbrances.

FIRST ENCUMBRANCE FAVOR OF: _____ AMOUNT

ENCUMBRANCE RELEASED _____ DATE

_____ ENCUMBRANCE HOLDER

BY_____ AUTHORIZED REPRESENTATIVE

SECOND ENCUMBRANCE FAVOR OF: _____ AMOUNT

ENCUMBRANCE RELEASED _____ DATE

_____ ENCUMBRANCE HOLDER

BY_____ AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Revenue as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

Warren M. Deputy
WARREN M. DEPUTY
Secretary of Revenue

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BPDR 0005681

IMPORTANT—FOLLOW THESE INSTRUCTIONS

1. PRINT IN INK OR TYPEWRITE ALL INFORMATION.
2. UPON TRANSFER OF OWNERSHIP OF THE MOTOR VEHICLE OR TRAILER DESCRIBED HEREIN, THE ASSIGNMENT (BLOCK A) OR THE ASSIGNMENT AND REASSIGNMENT (BLOCK A & B) WITH THE PURCHASER'S APPLICATION (BLOCK C) MUST BE COMPLETED AND FORWARDED TO THE DEPARTMENT OF REVENUE, BUREAU OF MOTOR VEHICLES, WITHIN (15) DAYS.
* 3. WHEN REASSIGNMENT (BLOCK B) IS BY REGISTERED PENNSYLVANIA DEALER NO FEE IS REQUIRED.
△ 4. WHEN PURCHASER'S APPLICATION (BLOCK C) IS BY REGISTERED PENNSYLVANIA DEALER THE FEE IS $0.50.
5. INDIVIDUAL OWNER MUST SIGN EXACTLY AS NAME APPEARS ON CERTIFICATE OF TITLE OR ASSIGNMENT. IN CASE OF JOINT OWNERSHIP COMPLETE SIGNATURES OF EACH OWNER REQUIRED. IF COMPANY OR CORPORATION, SIGN FIRM NAME PER AUTHORIZED REPRESENTATIVE.
6. REMIT REQUIRED FEE BY CHECK OR MONEY ORDER PAYABLE TO THE "PENNSYLVANIA DEPARTMENT OF REVENUE." DO NOT SEND CASH.

A. ASSIGNMENT OF CERTIFICATE OF TITLE NUMBER: A 00319121

NO FEE

We, I, transfer ownership of this motor vehicle or trailer to:

American Tallow Corporation
NAME OF PURCHASER

84 Montour Road
ADDRESS

Coraopolis, Pennsylvania 15108
POST OFFICE STATE ZIP CODE

Registered Pennsylvania vehicle dealers must show their dealer identification number here:

We, I, warrant this Certificate of Title, and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

None
AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF SELLER IN INK

The Buncher Company, J.G. Buncher, Owner
PRINT NAME EXACTLY AS IT APPEARS ABOVE
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th DAY OF April 19 70

SIGNATURE OF PERSON ADMINISTERING OATH

Pittsburgh MUNICIPALITY Allegheny COUNTY

MY COMMISSION EXPIRES 5/10 19 71

B. REASSIGNMENT OF CERTIFICATE OF TITLE

FEE $2.00*

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER

ADDRESS

POST OFFICE STATE ZIP CODE

Registered Pennsylvania vehicle dealers must show their dealer identification number here:

We, I, warrant this Certificate of Title, and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF SELLER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE.

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 _____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19 _____

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

Fee $2.00△

The undersigned hereby makes application for Certificate of Title to the motor vehicle or trailer described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

Registered Pennsylvania vehicle dealers must show their dealer identification number here:

Is this motor vehicle or trailer subject to any encumbrance other than as set forth above? If so complete the following:

AMOUNT $
IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF PURCHASER IN INK
SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 _____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19 _____

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD IS NOT ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

D. APPLICATION FOR (CHECK ONE)

(DEPARTMENT USE ONLY)
Title Number _____ R ☐ NR ☐

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER _____ REISSUE REASON _____ (LOST, STOLEN, DEFACED)

1. New registration plate fee see face of title
2. Passenger and motorcycle 1/2 fee beginning Oct. 1, 1/4 fee beginning Jan. 1
3. Commercial, bus and trailer 1/2 fee beginning Dec. 1, 1/4 fee beginning Mar. 1
4. School bus 1/2 fee beginning Jan. 1, 1/4 fee beginning April 1
5. Transfer fee $2.00 when vehicle is of like class, or $2.00 plus difference in fee if class is higher.
6. Reissue fee $1.00 except motorcycles, when the fee is $0.50

SIGNATURE OF APPLICANT IN INK
APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED

RMV-4 (2/69)

STATE OF OHIO, COUNTY OF HAMILTON

FRANKLIN **CERTIFICATE OF TITLE** No. 310707631

Previous No. 250396541 **TO A MOTOR VEHICLE**

This is to certify that

WISEMAN OIL CORPORATION 12 JUNE 81

(Owner's first Middle Last Name) (Date This Title Issued)

FT PITT FEDERAL BLDG 524 PENN AVE

(Owner's Address in Full) PITTSBURGH PA

is the owner of the following described Motor Vehicle:

YEAR 1974 Mfr's Serial No. 22795DCA11926

MAKE INTERNATIONAL MODEL C01950

BODY TYPE CHASSIS CAB Mtr. No. 6V53000100503

having acquired title to said Motor Vehicle from:

Previous Owner LANDMARK INC

35 E CHESTNUT ST COLUMBUS OHIO

(Address of Previous Owner in Full)

on which Motor Vehicle are the following liens, mortgages or encumbrances:

if none, state here NONE

FIRST LIEN: Nature of Lien

Held by

Holder's Address in Full

Date of Notation Clerk's Signature

Above Lien Discharged Date of Cancellation

LICENSE EXPIRES 14720

TRANSFER ISSUED

TRUCK WT 05-83

Signature of Motor Vehicle

By Signature of Lienholder By Clerk's Signature Deputy Clerk

SECOND LIEN: Nature of Lien

Held by

Holder's Address in Full

Date of Notation Clerk's Signature

Above Lien Discharged Date of Cancellation

By Signature of Lienholder By Clerk's Signature Deputy Clerk

THIRD LIEN: Nature of Lien

Held by

Holder's Address in Full

Date of Notation Clerk's Signature

Above Lien Discharged Date of Cancellation

By Signature of Lienholder By Clerk's Signature Deputy Clerk

If Dealer, Vendor's License No. Dlrs. Permit No.

Delivered Purchase Price $ 5000.00 Ohio Sales or Use Tax Paid $ 275.00

The mileage registered on the odometer of this vehicle at the time the previous title was assigned was 125,973 miles.

Witness my hand and official seal this 12TH day of JUNE, 19 81

(SEAL)

Robert D. [signature]

Clerk of Courts

By SA HARDTKE Deputy Clerk

REV 9/77 FORM PRESCRIBED BY REGISTRAR OF MOTOR VEHICLES

ERASURES & ALTERATIONS VOID THIS TITLE - ASSIGNMENT OF TITLE (Type or Print in Ink)

NOTICE OF TRANSFEROR: YOU ARE REQUIRED BY LAW TO ENTER ALL INFORMATION REQUIRED HEREIN, INCLUDING THE TRUE SELLING PRICE AND ODOMETER READING OF THIS MOTOR VEHICLE, ON THIS TITLE IN THE AFFIDAVIT IMMEDIATELY FOLLOWING. THE MAKING OF A FALSE STATEMENT UNDER OATH OR AFFIRMATION IS IN VIOLATION OF SECTION 2921.13 OF THE REVISED CODE AND IS PUNISHABLE BY SIX MONTHS IMPRISONMENT AND A FINE OF UP TO ONE THOUSAND DOLLARS, OR BOTH.

STATE OF OHIO, _____ COUNTY SS:

For the total consideration of $ _____ I (we) transfer all rights of ownership of the herein described motor vehicle to:

Purchaser's Name _____

Purchaser's Address _____

I (we) certify that the mileage registered on this vehicle at the time of assignment is _____ miles.

CHECK ONE OF THE FOLLOWING STATEMENTS. I (WE) CERTIFY THAT:

- ☐ To the best of my (our) knowledge, the Odometer reading reflects the actual mileage;
- ☐ The Odometer reading reflects mileage in excess of the designed mechanical limit of 99,999 miles;
- ☐ To the best of my (our) knowledge, the Odometer reading is not the actual mileage and should not be relied upon.

CHECK ONE OF THE FOLLOWING. I (WE) CERTIFY THAT, WHILE IN MY (OUR) POSSESSION:

- ☐ The Odometer of this vehicle was not altered, set back, or disconnected;
- ☐ The Odometer of this vehicle was repaired or replaced.

I (we) warrant the title to be free of all liens except as shown on the face of this title. If signed by a witness, witness swears that seller signed in his presence.

_____ X _____

(WITNESSED BY DEALER OR SALESPERSON) (TRANSFEROR'S SIGNATURE)

_____ _____

(DEALER OR SALESPERSON LICENSE NUMBER) (TRANSFEROR'S ADDRESS)

Sworn to and subscribed in my presence by _____ this _____

day of _____, 19 _____ My Commission Expires _____ 19 _____

(SEAL)

_____

(CLERK, DEPUTY CLERK OF COURTS - NOTARY)

FEE OF $5.00 FOR FAILURE TO APPLY FOR TITLE WITHIN 30 DAYS OF PURCHASE

APPLICATION FOR CERTIFICATE OF TITLE (Type or Print in Ink)

STATE OF OHIO, _____ COUNTY SS:

Applicant's Name _____

Applicant's Address _____

If Dealer, Vendor's License No. _____ Dlr. Permit No. _____

Delivered Purchased Price $ _____ Ohio Sales or Use Tax Paid $ _____

LIEN INFORMATION: If no lien, state "none". If more than one lien attach statement of all additional liens.

LIENHOLDER	NATURE OF LIEN
ADDRESS	

I (we) swear (affirm) under penalty of perjury that I (we) am (are) the owner(s) of the herein described motor vehicle that all liens have been accurately stated and that all information contained in this application is true and correct. I (we) hereby apply for certificate of title. If signed by a witness, witness hereby swears that applicant signed in his presence.

_____ X _____

(WITNESSED BY DEALER OR SALESPERSON) (APPLICANT'S SIGNATURE)

_____

(DEALER OR SALESPERSON LICENSE NUMBER)

Sworn to and subscribed in my presence by _____ this _____

day of _____, 19 _____ My Commission Expires _____ 19 _____

(SEAL)

_____

(CLERK, DEPUTY CLERK OF COURTS - NOTARY)

County _____ Receipt No. _____

STATE USE ONLY

CONSUMER'S SALES OR USE TAX RETURN

PRESCRIBED BY THE TAX COMMISSIONER AND SUBJECT TO HIS REVIEW
FORM 1310

ON _____ 19__ Certificate of Title No. _____
covering the motor vehicle described below, was filed with the Clerk of Courts.

PURCHASER _____ DATE OF PURCHASE _____

CURRENT ADDRESS _____ ZIP CODE _____

YEAR _____ Mfr's Serial No. _____

MAKE _____ MODEL _____

BODY TYPE _____

SELLER _____

CURRENT ADDRESS _____ ZIP CODE _____

NOTE: The tax is to be computed on the full purchase price of the motor vehicle. No deduction is allowable for the trade-in value of any other item of property. If the tax is not applicable, purchaser must state basis for exemption.

PRICE IN FULL $ _____ SALES TAX DUE $ _____ USE TAX DUE $ _____

CREDIT ALLOWED $ _____

CREDIT REPRESENTS TAX PAID TO _____ USE TAX PAID $ _____

CITY _____ COUNTY _____ STATE _____

Condition of Vehicle: ☐ Good ☐ Fair ☐ Wrecked

If the motor vehicle was purchased outside Ohio, or through a casual sales transaction in Ohio, the purchaser must execute the following sworn statement.

I have examined this return and swear that same is true to the best of my knowledge and belief. _____ PURCHASER'S SIGNATURE

Sworn to before me and subscribed in my presence this _____ day of _____ 19__

_____ CLERK OF COURTS, DEPUTY OR NOTARY PUBLIC

FOR COMPLETION BY CLERK OF COURTS

Amount of credit allowance verified for sales or use tax paid in another state $ _____

Payment received by clerk of courts

Amount _____ Date _____ By _____

Original (White) Copy with Remittance to Clerk of Courts for Transmission to Treasurer of State. Duplicate (Pink) Retained by Clerk of Courts. Triplicate (Blue) to Consumer.

BPDR 0005685

MEMORANDUM

This memorandum is incorporated in full into the agreement signed May 11, 1981, entered into by and between Wiseman Oil Co., Inc., and Liquix, Inc., an Ohio Corporation.

Whereas, the parties are desirous of entering into the aforementioned agreement; and

Whereas, the aforementioned contract is without value to Liquix, Inc. unless a truck is purchased for the transportation of oil.

Now therefore, the parties hereto agree as follows.

1. Wiseman will purchase truck(s) for use by Liquix, Inc., for a three year period from the date of this contract. At the end of the three years, Liquix shall have the first option to purchase this truck or these trucks from Wiseman for $1 (one dollar). Wiseman shall retain title during this three year period, subject only to a separate lease entered into between the parties hereto.

2. In return for this lease and option, Liquix, Inc. agrees to enter into the Oil Sales Agreement of which this memorandum is a part.

FOR WISEMAN OIL CORPORATION
STEVE WISEMAN

Bruce Bardonaro
FOR LIQUIX, INC
BRUCE BARDONARO

Timothy H Wolff
FOR LIQUIX, INC
TIMOTHY WOLFF

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

998 791221001717-48

WISEMAN OIL CORP
524 PENN AVE
PITTSBURGH PA 15222

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas D. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If 'None' so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 9409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If 'None' so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 9409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER – TITLE FEE $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or registration to the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. (_____) _____ Area Code Phone No.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19____

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

ENCUMBRANCE ☐ YES ☐ NO AMOUNT $ _____

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE

FIRST LIEN

2ND ENCUMBRANCE ☐ YES ☐ NO AMOUNT $ _____

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE

SECOND LIEN

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____ TEMP PLATE #

*☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

*☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO. _____

POLICY NO. _____ CODE # _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their child(ren) (including step-child(ren) or child(ren)-in-law), or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X _____ SIGNATURE OF TRANSFEROR

X _____ SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER _____

RELATIONSHIP _____ FROM _____ TO _____

CONTROL NUMBER

MV-4 (8-78)

28806639

BPDR 0005688

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

7,932

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

999

ACCOUNT CONTROL NUMBER
812303170403-71

WISEMAN OIL COMPANY INC
524 PENN AVE
PITTSBURGH PA 15222

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

THOMAS D. LARSON
Secretary of Transportation

KEEP IN A SAFE PLACE – ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If "there" so state

X _____ SIGNATURE OF SELLER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-SELLER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 ____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19 ____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or
☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 4409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT) _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If "there" so state

X _____ SIGNATURE OF SELLER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-SELLER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____

MY COMMISSION EXPIRES _____ 19 ____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or
☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 4409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT) _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER — TITLE FEE $5.00 (Plus $5.00 Endorsement Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or Reassignment of the vehicle described within this Certificate of Title, subject to no encumbrances or other legal claims set forth in this section.

X _____ SIGNATURE OF PURCHASER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-PURCHASER OR PRINTED NAME OF FIRM

TELEPHONE NO. (_____) _____
Area Code Phone No.

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 ____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19 ____

Registered Pennsylvania vehicle dealers must show their dealer identification number here _____

FIRST LIEN: ☐ YES ☐ NO AMOUNT $ _____
Lienholder _____
Lienholder Address _____
Address _____
POST OFFICE _____ STATE _____ ZIP CODE _____

SECOND LIEN: ☐ YES ☐ NO AMOUNT $ _____
Lienholder _____
Lienholder Address _____
Address _____
POST OFFICE _____ STATE _____ ZIP CODE _____

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____ TEMP. PLATE NO. _____

*☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

*☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____
REASON: ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO. _____

POLICY NO. _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE

Plate may be transferred between spouse or between parent(s) [including step-parent(s) or parent(s)-in-law] and their child(ren) [including step-child(ren) or child(ren)-in-law] or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X _____ SIGNATURE OF TRANSFEROR _____ RELATIONSHIP

X _____ SIGNATURE OF TRANSFEREE _____ RELATIONSHIP

ADDITIONAL FEES DUE	TOTAL FEES	Payment of Duplicate	Date of Title Card	Duplicate Reg. Fee	☐ Transferee	Transfer Fee	☐ Dealer	Title Fee	Reassignment Fee	Transfer Fee	Transfer Fee	Exch. Fee	Title Fee	FOR BUREAU USE ONLY FEE ACCOUNT

ACN _____ TAG _____

CONTROL NUMBER

MV-4 (8-79)

35073826

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

8216

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

998 791221001723-48

WISEMAN OIL CO
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas D. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE – ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If 'None' so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 9409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE _____

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If 'None' so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 9409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE _____

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER – TITLE FEE $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or registration to the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. (_____) _____ Area Code Phone No.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

[illegible]

ENCUMBRANCE ☐ YES ☐ NO AMOUNT $ _____

ENCUMBRANCE HOLDER _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

FIRST LIEN

2ND ENCUMBRANCE ☐ YES ☐ NO AMOUNT $ _____

ENCUMBRANCE HOLDER _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

SECOND LIEN

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____ TEMP PLATE # _____

*☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

*☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO. _____

POLICY NO. _____ CODE # _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE.

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their child(ren) (including step-child(ren) or child(ren)-in-law) or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X _____ SIGNATURE OF TRANSFEROR

X _____ SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER _____

RELATIONSHIP _____ FROM _____ TO _____

CONTROL NUMBER

MV-4 (9-78)

28806645

BPDR 0005692

COMMONWEALTH OF PENNSYLVANIA

999 DEPARTMENT OF TRANSPORTATION 7515031032215

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation certify that an application has been made to me, pursuant to the Act of April [illegible], 1959, P. L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described herein.

WISEMAN OIL CO
84 MONTOUR ST
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE MOTOR VEHICLE
F = VEHICLE ORIGINALLY [illegible] REGISTERED IN [illegible] OR FOREIGN COUNTRY
X = VEHICLE WAS FORMERLY [illegible]
R = REGISTRATION PROHIBITED

[illegible]

SECOND ENCUMBRANCE
NAME OF [illegible] AMOUNT ENCUMBRANCE RELEASED

ENCUMBRANCE HOLDER

BY
AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

Jacob G. Kassel
Secretary of Transportation

DEPARTMENT OF TRANSPORTATION
COMMONWEALTH OF PENNSYLVANIA

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BPDR 0005693

CERTIFICATIONS BY PENNSYLVANIA LICENSED DEALERS

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X ____ SIGNATURE OF LICENSED DEALER

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X ____ SIGNATURE OF LICENSED DEALER

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X ____ SIGNATURE OF LICENSED DEALER

A. ASSIGNMENT OF CERTIFICATE OF TITLE

ODOMETER READING: ____ X ____ I, the owner, hereby certify that I have read the statement on the reverse side of this Certificate of Title and state that at the time of delivery the same was free from all encumbrances or other legal claims:

We, I, transfer ownership of this motor vehicle or trailer to: ____ (If none so state)

X ____ SIGNATURE OF SELLER IN INK ____ DATE

UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19__

NAME OF PURCHASER ____ (Type or print)

ADDRESS ____ X ____ SIGNATURE OF PERSON ADMINISTERING OATH

POST OFFICE ____ STATE ____ ZIP CODE ____ MY COMMISSION EXPIRES ____ 19__

SEAL

B. REASSIGNMENT OF CERTIFICATE OF TITLE

I, the owner, hereby certify that I have read the statement on the reverse side of this Certificate of Title and state that at the time of delivery the same was free from all encumbrances or other legal claims:

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____ X ____

We, I, transfer ownership of this motor vehicle or trailer to: ____ (If none so state)

X ____ SIGNATURE OF SELLER IN INK ____ DATE

UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19__

NAME OF PURCHASER ____ (Type or print)

ADDRESS ____ X ____ SIGNATURE OF PERSON ADMINISTERING OATH

POST OFFICE ____ STATE ____ ZIP CODE ____ MY COMMISSION EXPIRES ____ 19__

SEAL

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____ VEHICLE COLOR ____

Is this motor vehicle or trailer subject to any encumbrance? If none so state: ____ PURCHASER'S SOCIAL SECURITY NUMBER ____

I, the undersigned, hereby makes application for Certificate of Title to the above described motor vehicle or trailer subject to the encumbrances or other legal claims on this Certificate of Title, subject to the encumbrances or other legal claims on the above assignment or reassignment.

FIRST LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER ____ X ____ SIGNATURE OF PURCHASER IN INK

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____ NAME EXACTLY AS IT APPEARS ABOVE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

SECOND LIEN

AMOUNT $ ____ SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19__

ENCUMBRANCE HOLDER ____ X ____ SIGNATURE OF PERSON ADMINISTERING OATH

ADDRESS ____ COUNTY ____

POST OFFICE ____ STATE ____ ZIP CODE ____ MY COMMISSION EXPIRES ____ 19__

SEAL

D. APPLICATION FOR (CHECK ONE)

Bureau use only

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER ____ OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD CANNOT BE ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER ____ X ____ SIGNATURE OF APPLICANT IN INK

REASON ☐ LOST ☐ STOLEN ☐ DEFACED ____ APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED

E. APPLICATION FOR CHANGE OR CORRECTION OF NAME IN CONNECTION WITH REGISTRATION TRANSFER

REASON FOR CHANGE: ☐ MARRIAGE ☐ DIVORCE ☐ COURT ORDER

____ X ____ SIGNATURE

FORMER OR INCORRECT NAME

F. APPLICATION FOR TRANSFER OF REGISTRATION PLATE FROM HUSBAND TO WIFE OR WIFE TO HUSBAND, EITHER TO BOTH JOINTLY OR BOTH JOINTLY TO EITHER

Both must sign below

X ____ X ____

SIGNATURE OF HUSBAND ____ SIGNATURE OF WIFE

G. APPLICATION FOR CHANGE IN TYPE OF BODY, GROSS WEIGHT OR REGISTRATION CLASS STATEMENT OF CHANGES MADE

DECLARATION OF CLASS DESIRED

X ____

CLASS NUMBER ____ GROSS WEIGHT ____ FEE ____ SIGNATURE

H. APPLICATION FOR ADDITION OF THIRD OR FOURTH AXLE

BPDR 0005694

X ____

MAKE OF AXLE ____ MODEL OF AXLE ____ SQUARE INCHES AGGREGATE BRAKING SURFACE ____ SIGNATURE OF PERSON INSTALLING AXLE

CONTROL NUMBER 16445197

MV-4 (10-73)

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER 69

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

800 800205206612-71

WISEMAN OIL CO
524 PENN AVE
PITTSBURGH PA 15222

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

PITTSBURGH PA 15222

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas D. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as noted in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident.

X SIGNATURE OF OWNER OR AUTHORIZED PERSON

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF 19

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES 19

We, I, certify to the best of our/my knowledge that the odometer reading is and reflects the actual mileage of the vehicle described herein or (check if applicable):

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 490(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE STATE ZIP CODE

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here:

I/WE warrant this Certificate of Title and certify that, except as noted in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident.

X SIGNATURE OF OWNER OR AUTHORIZED PERSON

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES 19

We, I, certify to the best of our/my knowledge that the odometer reading is and reflects the actual mileage of the vehicle described herein or (check if applicable):

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 490(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE STATE ZIP CODE

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

The undersigned hereby makes application for Certificate of Title and/or registration of the vehicle described within this Certificate of Title, subject to the encumbrances and other claims set forth in the above assignment or reassignment.

FEE: $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

Registered Pennsylvania vehicle dealers must show their dealer identification number here:

INSURANCE: ☐ YES ☐ NO AMOUNT $

X SIGNATURE OF OWNER OR AUTHORIZED PERSON

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. Area Code ( ) Phone No.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF 19

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES 19

1ST LIEN HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

2ND ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE TEMP PLATE #

*☐ TRANSFER OF REGISTRATION PLATE NUMBER

*☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO.

POLICY NO. CODE #

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE:

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their child(ren) (including step-child(ren) or child(ren)-in-law) or w/o/f from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X SIGNATURE OF TRANSFEROR

X SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER

RELATIONSHIP FROM TO

CONTROL NUMBER

MV 4 (9-78)

30976750

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

3,922

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

800 790995305241-71

WISEMAN OIL COMPANY
84 MONTOUR RD
CORAOPOLIS PA 15108

APR 18 1979

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

[redacted]

AUTHORIZED REPRESENTATIVE

SECOND LIEN $1,700,000.00
FAVOR OF:
EQUIBANK N A
TWO OLIVER PLAZA
COMMERCIAL LOAN ADJ
PITTSBURGH PA 15268

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas D. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

315-31653

BPDR 0005697

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident.

X SIGNATURE OF OWNER OR AUTHORIZED AGENT

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR IN THE SPACE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

I/WE CERTIFY TO THE BEST OF MY/OUR KNOWLEDGE THAT THE ODOMETER READING IS _____

AND REPRESENT THE MILEAGE OF THE VEHICLE DESCRIBED HEREIN (CHECK IF APPLICABLE).

☐ ☐ ☐

WARNING — FALSE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE AND PENALTIES UNDER ARTICLE 422 OF THE MOTOR VEHICLE INFORMATION AND THEFT ACT OF 1972.

I/WE TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER (TYPE OR PRINT)

ADDRESS

POST OFFICE STATE ZIP CODE

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident.

X SIGNATURE OF OWNER OR AUTHORIZED AGENT

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR IN THE SPACE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

I/WE CERTIFY TO THE BEST OF MY/OUR KNOWLEDGE THAT THE ODOMETER READING IS _____

AND REPRESENT THE MILEAGE OF THE VEHICLE DESCRIBED HEREIN (CHECK IF APPLICABLE).

☐ ☐ ☐

WARNING — FALSE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE AND PENALTIES UNDER ARTICLE 422 OF THE MOTOR VEHICLE INFORMATION AND THEFT ACT OF 1972.

I/WE TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER (TYPE OR PRINT)

ADDRESS

POST OFFICE STATE ZIP CODE

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER - TITLE [illegible] (If Applicable)

The undersigned hereby makes application for a Certificate of Title [illegible] vehicle described within this Certificate of Title [illegible] the statements set forth in the above assignment of [illegible]

X SIGNATURE OF OWNER OR AUTHORIZED AGENT

X SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. ( ) Area Code Phone No.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

FIRST LIEN

[illegible] AMOUNT $ _____

[illegible] Zip Code

SECOND LIEN

[illegible] AMOUNT $ _____

[illegible] STATE Zip Code

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____ TEMP PLATE #

*☐ TRANSFER OF REGISTRATION PLATE NUMBER

*☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

[illegible] REGISTRATION CARD (Additional fee of $1.00 [illegible] required) [illegible] must be attached here. If card is [illegible] is required.

[illegible] CODE # _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE

[illegible] between parents or between parent(s) (including step-parent(s) or parent(s)-in-law) [illegible] Section 1314(A) of the Vehicle Code.

X SIGNATURE OF TRANSFEROR

X SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER _____

RELATIONSHIP _____ FROM _____ TO _____

CONTROL NUMBER

28633428

MV-4 (8-78)

BPDR 0005698

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

8219

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

998 791221001726-48

WISEMAN OIL CO
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas O. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE – ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If 'None' so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 4408(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE _____

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C, (1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident. _____ If 'None' so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 4408(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE _____ STATE _____ ZIP CODE _____

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER – TITLE FEE $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or registration to the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. ( ) _____ Area Code _____ Phone No.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SEAL

_____ DAY OF _____ 19____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19____

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

INSURANCE CO. ☐ YES ☐ NO AMOUNT $ _____

FIRST LIEN

POST OFFICE _____ STATE _____ ZIP CODE _____

2ND ENCUMBRANCE ☐ YES ☐ NO AMOUNT $ _____

SECOND LIEN

POST OFFICE _____ STATE _____ ZIP CODE _____

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____ TEMP PLATE #

☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $3.00 is required.

INSURANCE CO. _____

POLICY NO. _____ CODE # _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their child(ren) (including step-child(ren) or child(ren)-in-law) or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X _____ SIGNATURE OF TRANSFEROR

X _____ SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER _____

RELATIONSHIP _____ FROM _____ TO _____

CONTROL NUMBER

MV-4 (9-76)

28806648

BPDR 0005700

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

7,530

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

999 812303170405-71

WISEMAN OIL COMPANY INC
524 PENN AVE
PITTSBURGH PA 15222

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED

DATE

LIEN HOLDER

BY

AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of [illegible] the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Secretary of Transportation

KEEP IN A SAFE PLACE – ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I/WE warrant this Certificate of Title and certify that, except as listed in Section C:
(1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident.

"Trade" or loan

X SIGNATURE OF SELLER OR AUTHORIZED PERSON

X SIGNATURE OF CO-SELLER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS IS ENTERED IN SECTION A

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19__

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19__

We, I, certify to the best of owner knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or
☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO s409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE STATE ZIP CODE

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealer name _____
dealer state dealer identification number here _____

I/WE warrant this Certificate of Title and certify that, except as listed in Section C:
(1) this vehicle is subject to no encumbrances or other legal claims, and (2) there are no unsatisfied judgments against me/us which arose from a motor vehicle accident.

"Trade" or loan

X SIGNATURE OF SELLER OR AUTHORIZED PERSON

X SIGNATURE OF CO-SELLER OR PRINTED NAME OF FIRM
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS IS ENTERED IN SECTION A

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY

MY COMMISSION EXPIRES _____

We, I, certify to the best of owner knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable).

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or
☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO s409(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE STATE ZIP CODE

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER (TITLE FEE $5.00 Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title to the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in this section.

Registered Pennsylvania vehicle dealer name _____
dealer state dealer identification number here _____

X SIGNATURE OF PURCHASER OR AUTHORIZED PERSON

X SIGNATURE OF CO-PURCHASER OR PRINTED NAME OF FIRM

TELEPHONE NO. ( ) Area Code

SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19__

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY

MY COMMISSION EXPIRES _____ 19__

FIRST LIEN

ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

NAME

ADDRESS

POST OFFICE STATE ZIP CODE

SECOND LIEN

ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

NAME

ADDRESS

POST OFFICE STATE ZIP CODE

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____
TEMP. PLATE NO.

*☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

*☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____
REASON: ☐ LOST* ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not available, an additional fee of $3.00 is required.

INSURANCE CO. _____

POLICY NO. _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their children. Transfer may also be made to a surviving spouse or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X SIGNATURE OF TRANSFEROR RELATIONSHIP

SIGNATURE OF TRANSFEREE RELATIONSHIP

20% SALES TAX	TOTAL FEES	Amount Enclosed	Sales Tax	Title	Plate	Other	Other	Other	Other	Transfer Fee	Exch. Fee	Title Fee	FOR BUREAU USE ONLY FEE ACCOUNT

ACN

TAG

CONTROL NUMBER

35081068

MV-4 (9-79)

BPDR 0005702

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

CONTROL NUMBER 4788753
57-985 **

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation certify that an application has been made to me, pursuant to the Act of April 29, 1959, P.L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

WISEMAN ROAD OIL CO
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A=ANTIQUE MOTOR VEHICLE
F=VEHICLE BROUGHT INTO PENNA. FROM ANOTHER STATE OR FOREIGN COUNTRY
X=VEHICLE WAS FORMERLY A TAXI
R=RECONSTRUCTED VEHICLE

TITLE NUMBER		MAKE OF VEHICLE	TYPE	MANUFACTURERS SERIAL NUMBER
D11848090		CHEVROLET	TK	9B56W002012

DATE OF ISSUE	REGISTRATION FEE	GROSS WEIGHT	AXLES	SEATING CAPACITY	DUPLICATE	DATE ORIG. TITLED	CODES
05-07-71	$168.00	26,000					

And that the motor vehicle or trailer described hereon is subject to the following encumbrances.

FIRST ENCUMBRANCE
FAVOR OF: _____ AMOUNT

ENCUMBRANCE RELEASED _____ DATE

_____ ENCUMBRANCE HOLDER

BY _____ AUTHORIZED REPRESENTATIVE

SECOND ENCUMBRANCE
FAVOR OF: _____ AMOUNT

ENCUMBRANCE RELEASED _____ DATE

_____ ENCUMBRANCE HOLDER

BY _____ AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

Joseph G. Kassab

Secretary of Transportation

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

IMPORTANT– FOLLOW THESE INSTRUCTIONS

1. PRINT IN INK OR TYPEWRITE ALL INFORMATION.
2. UPON TRANSFER OF OWNERSHIP OF THE MOTOR VEHICLE OR TRAILER DESCRIBED HEREIN, THE ASSIGNMENT (BLOCK A) OR THE ASSIGNMENT AND REASSIGNMENT (BLOCK A & B) WITH THE PURCHASER'S APPLICATION (BLOCK C) MUST BE COMPLETED AND FORWARDED TO THE DEPARTMENT OF TRANSPORTATION, BUREAU OF MOTOR VEHICLES, WITHIN (15) DAYS.
* 3. WHEN REASSIGNMENT (BLOCK B) IS BY REGISTERED PENNSYLVANIA DEALER NO FEE IS REQUIRED.
Δ 4. WHEN PURCHASER'S APPLICATION (BLOCK C) IS BY REGISTERED PENNSYLVANIA DEALER THE FEE IS $0.50.
5. INDIVIDUAL OWNER MUST SIGN EXACTLY AS NAME APPEARS ON CERTIFICATE OF TITLE OR ASSIGNMENT. IN CASE OF JOINT OWNERSHIP COMPLETE SIGNATURES OF EACH OWNER REQUIRED. IF COMPANY OR CORPORATION, SIGN FIRM NAME PER AUTHORIZED REPRESENTATIVE.
6. REMIT REQUIRED FEE BY CHECK OR MONEY ORDER PAYABLE TO THE "PENNSYLVANIA DEPARTMENT OF TRANSPORTATION." DO NOT SEND CASH.

A. ASSIGNMENT OF CERTIFICATE OF TITLE NUMBER: _____ NO FEE

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER

ADDRESS

POST OFFICE STATE ZIP CODE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

We, I, warrant this Certificate of Title, and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF SELLER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

B. REASSIGNMENT OF CERTIFICATE OF TITLE FEE $2.00*

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER

ADDRESS

POST OFFICE STATE ZIP CODE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

We, I, warrant this Certificate of Title, and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF SELLER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE
DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE.

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER Fee $2.00Δ

The undersigned hereby makes application for Certificate of Title to the motor vehicle or trailer described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

Is this motor vehicle or trailer subject to any encumbrance other than as set forth above? If so complete the following:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SIGNATURE OF PURCHASER IN INK
SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

D. APPLICATION FOR (CHECK ONE)

(DEPARTMENT USE ONLY)
Title Number _____ R☐ NR☐

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER _____ REISSUE REASON _____ (LOST, STOLEN, DEFACED)

1. New registration plate fee see face of title
2. Passenger and motorcycle 1/2 fee beginning Oct. 1, 1/4 fee beginning Jan. 1
3. Commercial, bus and trailer 1/2 fee beginning Dec. 1, 1/4 fee beginning Mar. 1
4. School bus 1/2 fee beginning Jan. 1, 1/4 fee beginning April 1
5. Transfer fee $2.00 when vehicle is of like class, or $2.00 plus difference in fee if class is higher.
6. Reissue fee $1.00 except motorcycles, when the fee is $0.50

SIGNATURE OF APPLICANT IN INK
APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD IS NOT ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

THV-4 (2-69)

BPDR 0005704

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

4,837

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

782653102548-21

WISEMAN OIL CORP
524 PENN AVE
PITTSBURGH PA 15222

CODE LEGEND

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE

[illegible]

[illegible] 75 [illegible]

MAKE OF VEHICLE

X901VW05950 [illegible]

[illegible]

09-[illegible]-78 [illegible]

[illegible]

The motor vehicle [illegible] subject to the following liens:

FIRST LIEN [illegible] 9,237.50

FAVOR OF:

[illegible] INDUSTRIAL CREDIT CORP
P.O. BOX 9085
RICHMOND VA 23225

LIEN RELEASED

[illegible]

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF:

LIEN RELEASED _____
DATE

_____
LIEN HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

George S. Pulakos
GEORGE S. PULAKOS
Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

A. ASSIGNMENT OF CERTIFICATE OF TITLE

We, I, warrant this Certificate of Title and state that at the time of delivery the name is subject to the following encumbrances or other legal claims: _____ If "None" so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L _____ DAY OF _____ 19 _____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19 _____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable)

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 9486(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT) _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

We, I, warrant this Certificate of Title and state that at the time of delivery the name is subject to the following encumbrances or other legal claims: _____ If "None" so state

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR TO THE RIGHT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L _____ DAY OF _____ 19 _____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19 _____

We, I, certify to the best of our/my knowledge that the odometer reading is _____ and reflects the actual mileage of the vehicle described herein or (check if applicable)

☐ 1. The amount of mileage stated is in excess of 99,999 miles, or

☐ 2. The odometer reading is not the actual mileage.

AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGE TO YOUR TRANSFEREE PURSUANT TO 9486(A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT) _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER - TITLE FEE $5.00 (Plus $5.00 Encumbrance Fee If Applicable)

The undersigned hereby makes application for Certificate of Title and/or registration for the vehicle described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X _____ SIGNATURE OF OWNER OR AUTHORIZED PERSON

X _____ SIGNATURE OF CO-OWNER OR PRINTED NAME OF FIRM

TELEPHONE NO. (_____) _____ Area Code Phone No.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

S E A L _____ DAY OF _____ 19 _____

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY

MY COMMISSION EXPIRES _____ 19 _____

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

FIRST LIEN

ENCUMBRANCE HOLDER _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

2ND ENCUMBRANCE: ☐ YES ☐ NO AMOUNT $ _____

SECOND LIEN

ENCUMBRANCE HOLDER _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

D. APPLICATION FOR (CHECK APPROPRIATE BOX)

☐ NEW REGISTRATION PLATE _____ TEMP PLATE #

*☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

*☐ SUBSTITUTION AND TRANSFER OF REGISTRATION PLATE NUMBER _____

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD (Additional fee of $1.00 required for each duplicate requested)

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $1.00 is required.

INSURANCE CO. _____

POLICY NO. _____ CODE # _____

E. VERIFICATION OF RELATIONSHIP IN CONNECTION WITH TRANSFER OF PLATE.

Plate may be transferred between spouses or between parent(s) (including step-parent(s) or parent(s)-in-law) and their child(ren) (including step-child(ren) or child(ren)-in-law) or to or from a vehicle leased by an individual under Section 1314(A) of the Vehicle Code.

X _____ SIGNATURE OF TRANSFEROR

X _____ SIGNATURE OF TRANSFEREE

REGISTRATION PLATE NUMBER _____

RELATIONSHIP: FROM _____ TO _____

CONTROL NUMBER 27089293

MV-4 (7-77)

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	DATE OF ISSUE
5515650	59333	10/31/75

YEAR	MAKE AND BODY STYLE OF VEHICLE	CLASS	EXCEPT.	CHASSIS WT.	GROSS WT.	FEE (TAGS)
58	GARY TL	G	2X	N/A	N/A	$55

OWNER'S SOUNDEX/DRIVER'S LICENSE NO.	CO-OWNER'S SOUNDEX/DRIVER LICENSE NO.	INSPECTION DATE
Z-975-000-209-719		N/A

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

ATLANTIC PETROLEUM SERVICE INC
2 RIGHT ELEVATOR DR
BALTIMORE BA MD 21220

CONTROL NO.
(THIS IS NOT A TITLE NO.)
E32786192

E32786192

CERTIFICATE OF TITLE FOR A VEHICLE

THIS IS TO CERTIFY THAT AN APPLICATION FOR IDENTIFICATION OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE. FURTHER CERTIFY THAT THE VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON, IF ANY; BUT, HOWEVER THE VEHICLE MAY BE SUBJECT TO OTHER SECURITY INTERESTS NOT FILED WITH THIS DEPARTMENT.

NAMES AND ADDRESSES OF ADDITIONAL SECURED PARTIES

LIEN RELEASE

NAME AND ADDRESS OF FIRST SECURED PARTY

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE.

ADMINISTRATOR OF MOTOR VEHICLES

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

IMPORTANT NOTICE

This certificate is transferable only when recorded and filed with the Motor Vehicle Administration and is valid only while the vehicle described on the face is owned by the individual, firm or corporation named thereon. For vehicles subject to inspection, title fee is $4.00. All other vehicles, title fee is $2.00. A 4% Excise Tax is payable based on the purchase price or the average retail value as shown in an Official Used Car Guide adopted for use by the Motor Vehicle Administration. If vehicle is more than 7 years old, excise tax is based on purchase price or a minimum of $100.00, whichever is higher. No Maryland Certificate of Title will be issued until all security interests or liens filed with the Motor Vehicle Administration have been officially released on the face. However, this vehicle may be subject to liens or encumbrances not filed with the Motor Vehicle Administration.

SECURITY INTEREST FILING FEE IS $9.00 FOR EACH LIEN. If this is a **DUPLICATE TITLE** it may be subject to the rights of a person under the Original Certificate.
MARYLAND MOTOR VEHICLE ADMINISTRATION - 6601 RITCHIE HIGHWAY, N.E. - GLEN BURNIE, MARYLAND 21062

ASSIGNMENT OF OWNERSHIP AND/OR BILL OF SALE

In consideration of the sum of $ _____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____
(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT – I/we state that the odometer mileage on this vehicle is _____ miles.
(Check following statement if applicable) ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19 _____

SIGNATURE(S) OF SELLER(S)

[LS]

[LS]

WARNING – DO NOT SIGN UNTIL ALL INFORMATION ABOVE HAS BEEN FILLED IN

MARYLAND DEALER'S RE-ASSIGNMENT AND/OR BILL OF SALE

In consideration of the sum of $ _____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____
(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT – I/we state that the odometer mileage on this vehicle is _____ miles.
(Check following statement if applicable) ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN	IS THE LIEN CONTRACT SUBJECT TO THE PAYMENT OF THE RECORDATION TAX?
		☐ CONDITIONAL SALES ☐ OTHER (Indicate Kind)	☐ YES ☐ NO

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

NOTARY NOT REQUIRED

I certify, under penalty of law, that the statements made herein are true and correct to the best of my knowledge, information and belief.

Witness My Hand And Seal

This _____ Day of _____ 19 _____

NAME OF DEALERSHIP _____ DEALER'S NO. _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF DEALER

SELLING PRICE	$
GROSS TAX COLLECTED	$
3% FEE ALLOWED	$
NET TAX REMITTED	$

APPLICATION FOR TITLE AND REGISTRATION

I/we hereby make application for: (Check applicable block) ☐ New Title and Tags ☐ New Title and Transfer of Tags ☐ New Title Only-No Tags (Do Not Give Tag Information)

Full Name of Purchaser _____

Full Name of Co-Purchaser _____

Give Driver's License Number and Date of Birth. If you do not have a Driver's License, give Date of Birth.

PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH	CO-PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH

Home Address of Purchaser(s) _____
(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

I/we hereby state that the manufacturer's identification number shown on the face hereof agrees with the number plate on the vehicle. I/we further state that this vehicle is subject to the following liens or encumbrances and none other:

IF NOT SUBJECT TO A LIEN, INDICATE "NONE"

FULL PURCHASE PRICE OF THIS VEHICLE IS $

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN	IS THE LIEN CONTRACT SUBJECT TO THE PAYMENT OF THE RECORDATION TAX?
		☐ CONDITIONAL SALES ☐ OTHER (Indicate Kind)	☐ YES ☐ NO

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

TITLE NUMBER ASSIGNED BY M.V.A.

IF YOU ARE TRANSFERRING TAGS FROM A VEHICLE THAT YOU SOLD, TO THIS VEHICLE, GIVE FOLLOWING. ➡

CLASS OF VEHICLE	TAG NUMBER	VALIDATION STICKER NUMBER (IF APPLICABLE)

NAME OF PERSON TO WHOM YOU SOLD THE OLD VEHICLE	ADDRESS

CERTIFICATION OF INSURANCE

NAME OF INSURANCE COMPANY (COPY FROM YOUR POLICY)

POLICY OR BINDER NUMBER	NAME OF INSURANCE AGENT OR BROKER

TITLE NUMBER ASSIGNED BY M.V.A.

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19 _____

SIGNATURE OF PURCHASER(S)

[LS]

[LS]

MUST BE SIGNED BY OWNER(S), OFFICER OF CORPORATION, OR PARTNER IN PARTNERSHIP

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	DATE OF ISSUE
6293238	F11T4D8H8502	09/21/76

YEAR	MAKE AND BODY STYLE OF VEHICLE	CLASS	EXCEPT	CHASSIS WT.	GROSS WT.	FEE (TAGS)
65	TRAIL MOBILE TL	G	2X	N/A	N/A	$55

OWNER'S SOUNDEX/DRIVER LICENSE NO.	CO-OWNER'S SOUNDEX/DRIVER LICENSE NO.	INSPECTION DATE
Z-975-000-242-500		N/A

NAME AND ADDRESS OF FIRST SECURED PARTY

CRASSETT INC
BOX 946
WARREN PA 16365 E-068276

NOTICE OF SECURITY INTEREST FILING

THIS IS TO CERTIFY THAT A SECURITY INTEREST HAS BEEN DULY FILED WITH THE MOTOR VEHICLE ADMINISTRATION IN THE NAME OF THE SECURED PARTY ABOVE ON THE VEHICLE AS DESCRIBED HEREON.

TERMINATION STATEMENT

I, THE UNDERSIGNED DO HEREBY RELEASE ALL RIGHTS AND INTERESTS IN THE VEHICLE DESCRIBED ABOVE.

CROSSETT INC.

By R. W. Holden President November 28, 1

SIGNATURE OF SECURED PARTY — OFFICIAL CAPACITY — DATE OF RELEASE

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

ATLANTIC PETROLEUM
SERVICES INC
P O BOX 238 SAVAGE INDUST CNTR
SAVAGE HO MD 20863

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE

ADMINISTRATOR OF MOTOR VEHICLES

SEE REVERSE SIDE FOR INSTRUCTIONS

(IMPORTANT NOTICE

This form is to be completed by the Secured Party when the vehicle described herein has been repossessed in accordance with Article 95B, of the Annotated Code of Maryland
This form is transferable to Maryland Purchaser(s) only. If the vehicle described herein is sold out of state the Secured Party must apply for a Maryland Title Certificate in their name utilizing this form. FEE $2.00.

MARYLAND MOTOR VEHICLE ADMINISTRATION—6601 RITCHIE HIGHWAY, N.E.—GLEN BURNIE, MARYLAND 21062

CERTIFICATION OF REPOSSESSION

TO BE USED BY SECURED PARTY (LIEN HOLDER) NAMED ON THE FACE FOR SECURING A REPOSSESSED CERTIFICATE OF TITLE OR FOR CONVEYANCE OF OWNERSHIP OF THE VEHICLE TO A SUBSEQUENT PURCHASER.

NAME OF DEFAULTING DEBTOR				NAME OF SECURED PARTY			
STREET ADDRESS OF DEFAULTING DEBTOR				STREET ADDRESS OF SECURED PARTY			
CITY OR TOWN	COUNTY	STATE	ZIP CODE	CITY OR TOWN	COUNTY	STATE	ZIP CODE

I/WE, THE UNDERSIGNED, HEREBY CERTIFY, UNDER PENALTY OF LAW, THAT THE MOTOR VEHICLE DESCRIBED ON THE FACE HAS BEEN REPOSSESSED BECAUSE OF THE DEBTORS' FAILURE TO MEET THE OBLIGATION IN THE SETTLEMENT OF THE LIEN INDICATED ON THE FACE OF THIS FORM. THE LIEN CONTRACT COVERING THIS VEHICLE WAS EXECUTED IN FULL COMPLIANCE WITH ARTICLE 95B OF THE ANNOTATED CODE OF MARYLAND. I/WE ALSO WARRANT TITLE TO THE VEHICLE DESCRIBED AND AGREE TO DEFEND IT AGAINST ALL CLAIMS.

WITNESS MY/OUR HAND(S) AND SEAL(S)

THIS_____DAY OF_____19_____

SIGNATURE OF SECURED PARTY_____

REPRESENTING_____

ASSIGNMENT OF OWNERSHIP AND/OR BILL OF SALE

In consideration of the sum of $_____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s)_____

Address of Purchaser(s)_____ (STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT—I/we state that the odometer mileage on this vehicle is_____miles.

(Check following statement if applicable) ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This_____Day of_____19_____

SIGNATURE OF SECURED PARTY

(LS)

REPRESENTING:

WARNING—DO NOT SIGN UNTIL ALL INFORMATION ABOVE HAS BEEN FILLED IN

APPLICATION FOR TITLE AND/OR REGISTRATION

I/we hereby make application for (Check applicable block) ☐ New Title and Tags ☐ New Title and Transfer of Tags ☐ New Title Only-No Tags (Do Not Give Tag Information)

Full Name of Purchaser_____

Full Name of Co-Purchaser_____

Give Driver's License Number and Date of Birth. If you do not have a Driver's License, give Date of Birth.

PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH	CO-PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH

Home Address of Purchaser(s)_____ (STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

I/we hereby state that the manufacturer's identification number shown on the face hereof agrees with the number plate on the vehicle. I/we further state that this vehicle is subject to the following liens or encumbrances and none other:

IF NOT SUBJECT TO A LIEN, INDICATE "NONE"

FULL PURCHASE PRICE OF THIS VEHICLE IS $

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

IF YOU ARE TRANSFERRING TAGS FROM A VEHICLE THAT YOU SOLD, TO THIS VEHICLE, GIVE FOLLOWING. →

CLASS OF VEHICLE	TAG NUMBER	VALIDATION STICKER NUMBER (IF APPLICABLE)

NAME OF PERSON TO WHOM YOU SOLD THE OLD VEHICLE	ADDRESS

CERTIFICATION OF INSURANCE

NAME OF INSURANCE COMPANY (COPY FROM YOUR POLICY)	
POLICY OR BINDER NUMBER	NAME OF INSURANCE AGENT OR BROKER

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This_____Day of_____19_____

SIGNATURE OF PURCHASER(S)

(LS)

(LS)

MUST BE SIGNED BY OWNER(S), OFFICER OF CORPORATION, OR PARTNER IN PARTNERSHIP

TAG NUMBER ASSIGNED BY M.V.A.

TITLE NUMBER ASSIGNED BY M.V.A.

BPDR 0005710

Truck #2

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	DATE OF ISSUE
5048279	4266000C036602	02/25/75

YEAR	MAKE AND BODY STYLE OF VEHICLE	CLASS	EXCEPT.	CHASSIS WT.	GROSS WT.	FEE (TAGS)
69	INTL TK	EPO	N/A	4674	25000	$130

OWNER'S SOUNDEX/DRIVER LICENSE NO.	CO-OWNER'S SOUNDEX/DRIVER LICENSE NO.	INSPECTION DATE
Z-975-000-184-137		N/A

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

WISEMAN OIL CO
8908 CHARRED OAK DR
BETHESDA M MD 20034

CONTROL NO.
(THIS IS NOT A TITLE NO.)
E2666777

CE2666777

CERTIFICATE OF TITLE FOR A VEHICLE

THE UNDERSIGNED HEREBY CERTIFIES THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE. I FURTHER CERTIFY THAT THE VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON, IF ANY, BUT HOWEVER THE VEHICLE MAY BE SUBJECT TO OTHER SECURITY INTERESTS NOT FILED WITH THIS DEPARTMENT.

NAMES AND ADDRESSES OF ADDITIONAL SECURED PARTIES

LIEN RELEASE

NAME AND ADDRESS OF FIRST SECURED PARTY

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE

ADMINISTRATOR OF MOTOR VEHICLES

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

IMPORTANT NOTICE

This certificate is transferable only when recorded and filed with the Motor Vehicle Administration and is valid only while the vehicle described on the face is owned by the individual, firm or corporation named thereon. For vehicles subject to inspection, title fee is $4.00. All other vehicles, title fee is $2.00. A 6% Excise Tax is payable based on the purchase price or the average retail value as shown in an Official Used Car Guide adopted for use by the Motor Vehicle Administration. If vehicle is more than 7 years old, excise tax is based on purchase price or a minimum of $100.00, whichever is higher. No Maryland Certificate of Title will be issued until all security interests or liens filed with the Motor Vehicle Administration have been officially released on the face. However, this vehicle may be subject to liens or encumbrances not filed with the Motor Vehicle Administration.

SECURITY INTEREST FILING FEE IS $9.00 FOR EACH LIEN. If this is a DUPLICATE TITLE it may be subject to the rights of a person under the Original Certificate.

MARYLAND MOTOR VEHICLE ADMINISTRATION - 6601 RITCHIE HIGHWAY, N.E. - GLEN BURNIE, MARYLAND 21062

ASSIGNMENT OF OWNERSHIP AND/OR BILL OF SALE

In consideration of the sum of $ _____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____ (STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT – I/we state that the odometer mileage on this vehicle is _____ miles.

(Check following statement if applicable) ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19 _____

SIGNATURE(S) OF SELLER(S)

[L.S.]

[L.S.]

WARNING – DO NOT SIGN UNTIL ALL INFORMATION ABOVE HAS BEEN FILLED IN

MARYLAND DEALER'S RE-ASSIGNMENT AND/OR BILL OF SALE

In consideration of the sum of $ _____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____ (STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT – I/we state that the odometer mileage on this vehicle is _____ miles.

(Check following statement if applicable) ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN ☐ CONDITIONAL SALES ☐ OTHER (Indicate Kind)	IS THE LIEN CONTRACT SUBJECT TO THE PAYMENT OF THE RECORDATION TAX? ☐ YES ☐ NO

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

NOTARY NOT REQUIRED

I certify, under penalty of law, that the statements made herein are true and correct to the best of my knowledge, information and belief.

Witness My Hand And Seal

This _____ Day of _____ 19 _____

NAME OF DEALERSHIP _____ DEALER'S NO. _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF DEALER

SELLING PRICE	$
GROSS TAX COLLECTED	$
3% FEE ALLOWED	$
NET TAX REMITTED	$

APPLICATION FOR TITLE AND REGISTRATION

I/we hereby make application for: (Check applicable block) ☐ New Title and Tags ☐ New Title and Transfer of Tags ☐ New Title Only-No Tags (Do Not Give Tag Information)

Full Name of Purchaser _____

Full Name of Co-Purchaser _____

Give Driver's License Number and Date of Birth. If you do not have a Driver's License, give Date of Birth.

PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH	CO-PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH

Home Address of Purchaser(s) _____ (STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

I/we hereby state that the manufacturer's identification number shown on the face hereof agrees with the number plate on the vehicle. I/we further state that this vehicle is subject to the following liens or encumbrances and none other:

IF NOT SUBJECT TO A LIEN, INDICATE "NONE"

FULL PURCHASE PRICE OF THIS VEHICLE IS $

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN ☐ CONDITIONAL SALES ☐ OTHER (Indicate Kind)	IS THE LIEN CONTRACT SUBJECT TO THE PAYMENT OF THE RECORDATION TAX? ☐ YES ☐ NO

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

IF YOU ARE TRANSFERRING TAGS FROM A VEHICLE THAT YOU SOLD, TO THIS VEHICLE, GIVE FOLLOWING.	CLASS OF VEHICLE	TAG NUMBER	VALIDATION STICKER NUMBER (IF APPLICABLE)

NAME OF PERSON TO WHOM YOU SOLD THE OLD VEHICLE	ADDRESS

CERTIFICATION OF INSURANCE

NAME OF INSURANCE COMPANY (COPY FROM YOUR POLICY)	
POLICY OR BINDER NUMBER	NAME OF INSURANCE AGENT OR BROKER

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19 _____

SIGNATURE OF PURCHASER(S)

[L.S.]

[L.S.]

MUST BE SIGNED BY OWNER(S), OFFICER OF CORPORATION, OR PARTNER IN PARTNERSHIP

TAG NUMBER ASSIGNED BY M.V.A.

TITLE NUMBER ASSIGNED BY M.V.A.

BPDR 0005712

Vac Truck in Pixford. V-35

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	DATE OF ISSUE
6813144	CE531P146974	05/23/77

YEAR	MAKE AND BODY STYLE OF VEHICLE	CLASS	EXCEPT.	CHASSIS WT.	GROSS WT.	FEE (TAGS)
71	CHEV TK	EPO	N/A	4664	25000	$130

OWNER'S SOUNDEX/DRIVER LICENSE NO.	CO-OWNER'S SOUNDEX/DRIVER LICENSE NO.	INSPECTION DATE
Z-975-000-269-941		N/A

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

INDUSTRIAL PETROLEUM
SERVICES INC
P O BOX 277
SAVAGE HO MD 20863

CONTROL NO.
(THIS IS NOT A TITLE NO.)
E4674313
E4674313

CERTIFICATE OF TITLE FOR A VEHICLE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE. I, FURTHER CERTIFY THAT THE VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON, IF ANY, BUT, HOWEVER THE VEHICLE MAY BE SUBJECT TO OTHER SECURITY INTERESTS NOT FILED WITH THIS DEPARTMENT.

NAMES AND ADDRESSES OF ADDITIONAL SECURED PARTIES

MVA USE ONLY
LIEN RELEASE

NAME AND ADDRESS OF FIRST SECURED PARTY

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE.

ADMINISTRATOR OF MOTOR VEHICLES

VR-2 (10-78)

KEEP IN A SAFE PLACE – ANY ALTERATION OR ERASURE VOIDS THIS TITLE

IMPORTANT NOTICE

This certificate is transferable only when recorded and filed with the Motor Vehicle Administration and is valid only while the vehicle described on the face is owned by the individual, firm or corporation named thereon. For vehicles subject to inspection, title fee is $4.00. All other vehicles, title fee is $2.00. A 4% Excise Tax is payable based on the purchase price or the average retail value as shown in an Official Used Car Guide adopted for use by the Motor Vehicle Administration. If vehicle is more than 7 years old, excise tax is based on purchase price or a minimum of $100.00, whichever is higher. No Maryland Certificate of Title will be issued until all security interests or liens filed with the Motor Vehicle Administration have been officially released on the face. However, this vehicle may be subject to liens or encumbrances not filed with the Motor Vehicle Administration.

SECURITY INTEREST FILING FEE IS $12.00 FOR EACH LIEN.

MARYLAND MOTOR VEHICLE ADMINISTRATION—6601 RITCHIE HIGHWAY, N.E.—GLEN BURNIE, MARYLAND 21062

If this is a DUPLICATE TITLE it may be subject to the rights of a person under the Original Certificate.

ASSIGNMENT OF OWNERSHIP AND/OR BILL OF SALE

In consideration of the sum of $_____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____ (STREET ADDRESS) _____ (CITY OR TOWN) _____ (COUNTY) _____ (STATE) _____ (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated below, if any, and none other.

ODOMETER MILEAGE STATEMENT—I/we state that the odometer mileage on this vehicle is _____ miles.

(Check following statement if applicable) IF NOT SUBJECT TO A LIEN, INDICATE "NONE." ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19____

SIGNATURE(S) OF SELLER(S)

_____ [LS]

_____ [LS]

WARNING—DO NOT SIGN UNTIL ALL INFORMATION ABOVE HAS BEEN FILLED IN

MARYLAND DEALER'S RE-ASSIGNMENT AND/OR BILL OF SALE

In consideration of the sum of $_____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____ (STREET ADDRESS) _____ (CITY OR TOWN) _____ (COUNTY) _____ (STATE) _____ (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT—I/we state that the odometer mileage on this vehicle is _____ miles.

(Check following statement if applicable) IF NOT SUBJECT TO A LIEN, INDICATE "NONE." ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

NOTARY NOT REQUIRED

I certify, under penalty of law, that the statements made herein are true and correct to the best of my knowledge, information and belief.

Witness My Hand And Seal

This _____ Day of _____ 19____

NAME OF DEALERSHIP _____ DEALER'S NO. _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF DEALER

SELLING PRICE	$
GROSS TAX COLLECTED	$
2% FEE ALLOWED	$
NET TAX REMITTED	$

APPLICATION FOR TITLE AND/OR REGISTRATION

I/we hereby make application for (Check applicable block) ☐ New Title and Tags ☐ New Title and Transfer of Tags ☐ New Title Only No Tags

IF MOTORCYCLE, LIST ENGINE NUMBER BELOW.

Full Name of Purchaser _____

Full Name of Co-Purchaser _____

Give Driver's License Number and Date of Birth. If you do not have a Driver's License, give Date of Birth.

PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH	CO-PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH

Home Address of Purchaser(s) _____ (STREET ADDRESS) _____ (CITY OR TOWN) _____ (COUNTY) _____ (STATE) _____ (ZIP CODE)

I/we hereby state that the manufacturer's identification number shown on the face hereof agrees with the number plate on the vehicle. I/we further state that this vehicle is subject to the following liens or encumbrances and/or none other:

IF NOT SUBJECT TO A LIEN, INDICATE "NONE"

FULL PURCHASE PRICE OF THIS VEHICLE IS $

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

IF YOU ARE TRANSFERRING TAGS FROM A VEHICLE THAT YOU SOLD, TO THIS VEHICLE, GIVE FOLLOWING. →

CLASS OF VEHICLE	TAG NUMBER	VALIDATION STICKER NUMBER (IF APPLICABLE)

NAME OF PERSON TO WHOM YOU SOLD THE OLD VEHICLE	ADDRESS

CERTIFICATION OF INSURANCE

NAME OF INSURANCE COMPANY (COPY FROM YOUR POLICY)

POLICY OR BINDER NUMBER	NAME OF INSURANCE AGENT OR BROKER

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19____

SIGNATURE OF PURCHASER(S)

_____ [LS]

_____ [LS]

MUST BE SIGNED BY OWNER(S), OFFICER OF CORPORATION, OR PARTNER IN PARTNERSHIP

TAG NUMBER ASSIGNED BY M.V.A.

TITLE NUMBER ASSIGNED BY M.V.A.

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	DATE OF ISSUE
6986608	4933L	07/19/77

YEAR	MAKE AND BODY STYLE OF VEHICLE	CLASS	EXCEPT.	CHASSIS WT.	GROSS WT.	FEE (TAGS)
68	MURR TL	G	N/A	285	3000	$10

OWNER'S SOUNDEX/DRIVER LICENSE NO.	CO-OWNER'S SOUNDEX/DRIVER LICENSE NO.	INSPECTION DATE
Z-975-000-278-203		N/A

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

INDUSTRIAL PETROLEUM
SERVICES INC
P O BOX 277
SAVAGE HO MD 20863

CONTROL NO.
(THIS IS NOT A TITLE NO.)
E4830743

E4830743

CERTIFICATE OF TITLE FOR A VEHICLE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE. I, FURTHER CERTIFY THAT THE VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON, IF ANY, BUT, HOWEVER THE VEHICLE MAY BE SUBJECT TO OTHER SECURITY INTERESTS NOT FILED WITH THIS DEPARTMENT.

NAMES AND ADDRESSES OF ADDITIONAL SECURED PARTIES

MVA USE ONLY
LIEN RELEASE

NAME AND ADDRESS OF FIRST SECURED PARTY

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE.

Eugene J. Johnson

ADMINISTRATOR OF MOTOR VEHICLES

VR-2 (10-76)

KEEP IN A SAFE PLACE – ANY ALTERATION OR ERASURE VOIDS THIS TITLE

IMPORTANT NOTICE

This certificate is transferable only when recorded and filed with the Motor Vehicle Administration and is valid only while the vehicle described on the face is owned by the individual, firm or corporation named thereon. For vehicles subject to inspection, title fee is $4.00. All other vehicles, title fee is $2.00. A 4% Excise Tax is payable based on the purchase price or the average retail value as shown in an Official Used Car Guide adopted for use by the Motor Vehicle Administration. If vehicle is more than 7 years old, excise tax is based on purchase price or a minimum of $100.00, whichever is higher. No Maryland Certificate of Title will be issued until all security interests or liens filed with the Motor Vehicle Administration have been officially released on the face. However, this vehicle may be subject to liens or encumbrances not filed with the Motor Vehicle Administration.

SECURITY INTEREST FILING FEE IS $12.00 FOR EACH LIEN.

If this is a DUPLICATE TITLE it may be subject to the rights of a person under the Original Certificate.

MARYLAND MOTOR VEHICLE ADMINISTRATION—6601 RITCHIE HIGHWAY, N.E.—GLEN BURNIE, MARYLAND 21062

ASSIGNMENT OF OWNERSHIP AND/OR BILL OF SALE

In consideration of the sum of $_____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____
(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated below, if any, and none other.

ODOMETER MILEAGE STATEMENT—I/we state that the odometer mileage on this vehicle is _____ miles.

(Check following statement if applicable) IF NOT SUBJECT TO A LIEN, INDICATE "NONE." ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19____

SIGNATURE(S) OF SELLER(S)

_____ [LS]

_____ [LS]

WARNING—DO NOT SIGN UNTIL ALL INFORMATION ABOVE HAS BEEN FILLED IN

MARYLAND DEALER'S RE-ASSIGNMENT AND/OR BILL OF SALE

In consideration of the sum of $_____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____
(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT—I/we state that the odometer mileage on this vehicle is _____ miles.

(Check following statement if applicable) IF NOT SUBJECT TO A LIEN, INDICATE "NONE." ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

NOTARY NOT REQUIRED

I certify, under penalty of law, that the statements made herein are true and correct to the best of my knowledge, information and belief.

Witness My Hand And Seal

This _____ Day of _____ 19____

NAME OF DEALERSHIP _____ DEALER'S NO. _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF DEALER

SELLING PRICE	$
GROSS TAX COLLECTED	$
2% FEE ALLOWED	$
NET TAX REMITTED	$

APPLICATION FOR TITLE AND/OR REGISTRATION

I/we hereby make application for (Check applicable block) ☐ New Title and Tags ☐ New Title and Transfer of Tags ☐ New Title Only No Tags

IF MOTORCYCLE, LIST ENGINE NUMBER BELOW.

Full Name of Purchaser _____

Full Name of Co-Purchaser _____

Give Driver's License Number and Date of Birth. If you do not have a Driver's License, give Date of Birth.

PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH	CO-PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH

Home Address of Purchaser(s) _____
(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

I/we hereby state that the manufacturer's identification number shown on the face hereof agrees with the number plate on the vehicle. I/we further state that this vehicle is subject to the following liens or encumbrances and none other:

IF NOT SUBJECT TO A LIEN, INDICATE "NONE"

FULL PURCHASE PRICE OF THIS VEHICLE IS $

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

IF YOU ARE TRANSFERRING TAGS FROM A VEHICLE THAT YOU SOLD, TO THIS VEHICLE, GIVE FOLLOWING. →

CLASS OF VEHICLE	TAG NUMBER	VALIDATION STICKER NUMBER (IF APPLICABLE)

NAME OF PERSON TO WHOM YOU SOLD THE OLD VEHICLE	ADDRESS

CERTIFICATION OF INSURANCE

NAME OF INSURANCE COMPANY (COPY FROM YOUR POLICY) _____

POLICY OR BINDER NUMBER	NAME OF INSURANCE AGENT OR BROKER

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19____

SIGNATURE OF PURCHASER(S)

_____ [LS]

_____ [LS]

MUST BE SIGNED BY OWNER(S), OFFICER OF CORPORATION, OR PARTNER IN PARTNERSHIP

TAG NUMBER ASSIGNED BY M.V.A.

TITLE NUMBER ASSIGNED BY M.V.A.

COMMONWEALTH OF PENNSYLVANIA

999 DEPARTMENT OF TRANSPORTATION 7423431047432 21

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

In the Secretary of Transportation certifies that an application has been made pursuant to the Act of April 29, 1959, P.L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

HISEMAN OIL CO
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A=ANTIQUE MOTOR VEHICLE
F=VEHICLE ORIGINALLY TITLED OR REGISTERED IN ANOTHER STATE OR FOREIGN COUNTRY
X=VEHICLE WAS FORMERLY A TAXI
R=REGISTRATION PROHIBITED

04

[redacted]

SECOND ENCUMBRANCE

ENCUMBRANCE RELEASED

DATE

ENCUMBRANCE HOLDER

BY

AUTHORIZED REPRESENTATIVE

I do hereby certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Whereupon I found that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

Secretary of Transportation

DEPARTMENT OF TRANSPORTATION COMMONWEALTH OF PENNSYLVANIA

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

CERTIFICATIONS BY PENNSYLVANIA LICENSED DEALERS

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO ____ X SIGNATURE OF LICENSED DEALER

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER

A. ASSIGNMENT OF CERTIFICATE OF TITLE

ODOMETER READING: ____

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER ____ (Type or print)

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

I/We, I, have this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X ____ (If none so state)

X ____ SIGNATURE OF SELLER IN INK DATE ____

UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF ____ 19____

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

COUNTY ____

MY COMMISSION EXPIRES ____ 19____

SEAL

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER ____ (Type or print)

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

I/We, I, have this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X ____ (If none so state)

X ____ SIGNATURE OF SELLER IN INK DATE ____

UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF ____ 19____

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

COUNTY ____

MY COMMISSION EXPIRES ____ 19____

SEAL

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____

Is this motor vehicle or trailer subject to any encumbrance? If none so state:

FIRST LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER ____

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

SECOND LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER ____

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

VEHICLE COLOR ____

PURCHASER'S SOCIAL SECURITY NUMBER ____

I/We, I, hereby makes application for Certificate of Title to the above vehicle or trailer and surrender this Certificate of Title, subject to the encumbrances and other legal claims noted on the above assignment or reassignment.

X ____ SIGNATURE OF PURCHASER IN INK

SIGNATURE EXACTLY AS IT APPEARS ABOVE

SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF ____ 19____

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

COUNTY ____

MY COMMISSION EXPIRES ____ 19____

SEAL

D. APPLICATION FOR (CHECK ONE)

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER ____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER ____

REASON ☐ LOST ☐ STOLEN ☐ DEFACED

Bureau use only

Plate Number ____

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD IS NOT ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

X ____ SIGNATURE OF APPLICANT IN INK

APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED

E. APPLICATION FOR CHANGE OR CORRECTION OF NAME IN CONNECTION WITH REGISTRATION TRANSFER

REASON FOR CHANGE: ☐ MARRIAGE ☐ DIVORCE ☐ COURT ORDER

FORMER OR INCORRECT NAME ____ X SIGNATURE ____

F. APPLICATION FOR TRANSFER OF REGISTRATION PLATE FROM HUSBAND TO WIFE OR WIFE TO HUSBAND, EITHER TO BOTH JOINTLY OR BOTH JOINTLY TO EITHER

Both must sign below:

X ____ SIGNATURE OF HUSBAND

X ____ SIGNATURE OF WIFE

G. APPLICATION FOR CHANGE IN TYPE OF BODY, GROSS WEIGHT OR REGISTRATION CLASS STATEMENT OF CHANGES MADE

DECLARATION OF CLASS DESIRED ____

CLASS NUMBER ____ GROSS WEIGHT ____ FEE ____ X SIGNATURE ____

BPDR 0005718

H. APPLICATION FOR ADDITION OF THIRD OR FOURTH AXLE

MAKE OF AXLE ____ MODEL OF AXLE ____ SQUARE INCHES AGGREGATE BRAKING SURFACE ____ X SIGNATURE OF PERSON INSTALLING AXLE ____

CONTROL NUMBER 14252700

MV-4 (10-73)

SHERWOOD FEED MILLS

Telephone Area Code 301
539-8880

500 PRESIDENT ST., BALTIMORE, MARYLAND 21202 U. S. A.

INVOICE

SOLD TO Atlantic Petroleuum Xerxvices, Inc.
11610 East Maple Ave.
Beltsville, Md.

August 29, 1975 Invoice #2131

Heil Tank Trailer 1957 Serial 901203 $ 500.00

SHERWOOD FEED MILLS, INC.
PAID
AUG. 29 1975
Per

BPDR 0005721

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	DATE OF ISSUE
6293237	F111T40BH50320	09/21/76

YEAR	MAKE AND BODY STYLE OF VEHICLE	CLASS	EXCEPT	CHASSIS WT.	GROSS WT.	DEALERS
66	TRAIL TL	G	2X	N/A	N/A	$55

OWNER'S SOUNDEX/DRIVER LICENSE NO.	CO OWNER'S SOUNDEX/DRIVER LICENSE NO.	INSPECTION DATE
Z-975-000-242-500		N/A

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

ATLANTIC PETROLEUM
SERVICES INC
P O BOX 238 SAVAGE INDUST CNTR
SAVAGE HO MD 20863

CONTROL NO.
(THIS IS NOT A TITLE NO.)
E4068275

E4068275

CERTIFICATE OF TITLE FOR A VEHICLE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE. I, FURTHER CERTIFY THAT THE VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON, IF ANY, BUT, HOWEVER THE VEHICLE MAY BE SUBJECT TO OTHER SECURITY INTERESTS NOT FILED WITH THIS DEPARTMENT.

NAMES AND ADDRESSES OF ADDITIONAL SECURED PARTIES

LIEN RELEASE

NAME AND ADDRESS OF FIRST SECURED PARTY

CRASSETT INC
BOX 946
WARREN PA 16365

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE.

ADMINISTRATOR OF MOTOR VEHICLES

VR-2 (6-74)

KEEP IN A SAFE PLACE – ANY ALTERATION OR ERASURE VOIDS THIS TITLE

IMPORTANT NOTICE

This certificate is transferable only when recorded and filed with the Motor Vehicle Administration and is valid only while the vehicle described on the face is owned by the individual, firm or corporation named thereon. For vehicles subject to inspection, title fee is $2.00. A 4% Excise Tax is payable based on the purchase price or the average retail value as shown in an Official Used Car Guide adopted for use by the Motor Vehicle Administration. If vehicle is more than 7 years old, excise tax is based on purchase price or a minimum of $100.00, whichever is higher. No Maryland Certificate of Title will be issued until all security interests or liens filed with the Motor Vehicle Administration have been officially released on the face. However, this vehicle may be subject to liens or encumbrances not filed with the Motor Vehicle Administration.

SECURITY INTEREST FILING FEE IS $12.00 FOR EACH LIEN. If this is a DUPLICATE TITLE it may be subject to the rights of a person under the Original Certificate.

MARYLAND MOTOR VEHICLE ADMINISTRATION—6601 RITCHIE HIGHWAY, N.E.—GLEN BURNIE, MARYLAND 21062

ASSIGNMENT OF OWNERSHIP AND/OR BILL OF SALE

In consideration of the sum of $_____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____ (STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated below, if any, and none other.

ODOMETER MILEAGE STATEMENT—I/we state that the odometer mileage on this vehicle is _____ miles.

(Check following statement if applicable) ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

IF NOT SUBJECT TO A LIEN, INDICATE "NONE."

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19____

SIGNATURE(S) OF SELLER(S)

_____ [LS]

_____ [LS]

WARNING—DO NOT SIGN UNTIL ALL INFORMATION ABOVE HAS BEEN FILLED IN

MARYLAND DEALER'S RE-ASSIGNMENT AND/OR BILL OF SALE

In consideration of the sum of $_____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____ (STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT—I/we state that the odometer mileage on this vehicle is _____ miles.

(Check following statement if applicable) ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

IF NOT SUBJECT TO A LIEN, INDICATE "NONE."

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

NOTARY NOT REQUIRED

I certify, under penalty of law, that the statements made herein are true and correct to the best of my knowledge, information and belief.

Witness My Hand And Seal

This _____ Day of _____ 19____

NAME OF DEALERSHIP _____ DEALER'S NO. _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF DEALER

SELLING PRICE	$
GROSS TAX COLLECTED	$
2% FEE ALLOWED	$
NET TAX REMITTED	$

APPLICATION FOR TITLE AND/OR REGISTRATION

I/we hereby make application for (Check applicable block) ☐ New Title and Tags ☐ New Title and Transfer of Tags ☐ New Title Only-No Tags (Do Not Give Tag Information)

Full Name of Purchaser _____

Full Name of Co-Purchaser _____

Give Driver's License Number and Date of Birth. If you do not have a Driver's License, give Date of Birth.

PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH	CO-PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH

Home Address of Purchaser(s) _____ (STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

I/we hereby state that the manufacturer's identification number shown on the face hereof agrees with the number plate on the vehicle. I/we further state that this vehicle is subject to the following liens or encumbrances and none other:

IF NOT SUBJECT TO A LIEN, INDICATE "NONE"

FULL PURCHASE PRICE OF THIS VEHICLE IS $

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

IF YOU ARE TRANSFERRING TAGS FROM A VEHICLE THAT YOU SOLD, TO THIS VEHICLE, GIVE FOLLOWING →	CLASS OF VEHICLE	TAG NUMBER	VALIDATION STICKER NUMBER (IF APPLICABLE)

NAME OF PERSON TO WHOM YOU SOLD THE OLD VEHICLE	ADDRESS

CERTIFICATION OF INSURANCE

NAME OF INSURANCE COMPANY (COPY FROM YOUR POLICY)

POLICY OR BINDER NUMBER	NAME OF INSURANCE AGENT OR BROKER

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19____

SIGNATURE OF PURCHASER(S)

_____ [LS]

_____ [LS]

MUST BE SIGNED BY OWNER(S), OFFICER OF CORPORATION, OR PARTNER IN PARTNERSHIP

TAG NUMBER ASSIGNED BY M.V.A.

TITLE NUMBER ASSIGNED BY M.V.A.

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	DATE OF ISSUE
6293237	F111T4D8H50320	09/21/76

YEAR	MAKE AND BODY STYLE OF VEHICLE	CLASS	EXCEPT	CHASSIS WT.	GROSS WT.	FEE (TAGS)
66	TRAIL TL	G	2X	N/A	N/A	$55

OWNER'S SOUNDEX/DRIVER LICENSE NO.	CO-OWNER'S SOUNDEX/DRIVER LICENSE NO.	INSPECTION DATE
Z-975-000-242-500		N/A

NAME AND ADDRESS OF FIRST SECURED PARTY

CRASSETT INC
BOX 946
WARREN PA 16365 E4068275

NOTICE OF SECURITY INTEREST FILING

THIS IS TO CERTIFY THAT A SECURITY INTEREST HAS BEEN DULY FILED WITH THE MOTOR VEHICLE ADMINISTRATION IN THE NAME OF THE SECURED PARTY ABOVE ON THE VEHICLE SO DESCRIBED HEREON.

TERMINATION STATEMENT

I, THE UNDERSIGNED DO HEREBY RELEASE ALL RIGHTS AND INTERESTS IN THE VEHICLE DESCRIBED ABOVE.

Crossett Inc.
By R. W. Holder President November 28, 1977

SIGNATURE OF SECURED PARTY — OFFICIAL CAPACITY — DATE OF RELEASE

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

ATLANTIC PETROLEUM
SERVICES INC
P O BOX 238 SAVAGE INDUST CNTR
SAVAGE HO MD 20863

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE.

Eugene J. Johnson
ADMINISTRATOR OF MOTOR VEHICLES

SEE REVERSE SIDE FOR INSTRUCTIONS

IMPORTANT NOTICE

This form is to be completed by the Secured Party when the vehicle described herein has been repossessed in accordance with Article 95B, of the Annotated Code of Maryland. This form is transferable to Maryland Purchaser(s) only. If the vehicle described herein is sold out of state the Secured Party must apply for a Maryland Title Certificate in their name utilizing this form. FEE $2.00.

MARYLAND MOTOR VEHICLE ADMINISTRATION—6601 RITCHIE HIGHWAY, N.E.—GLEN BURNIE, MARYLAND 21062

CERTIFICATION OF REPOSSESSION

TO BE USED BY SECURED PARTY (LIEN HOLDER) NAMED ON THE FACE FOR SECURING A REPOSSESSED CERTIFICATE OF TITLE OR FOR CONVEYANCE OF OWNERSHIP OF THE VEHICLE TO A SUBSEQUENT PURCHASER.

NAME OF DEFAULTING DEBTOR	NAME OF SECURED PARTY
STREET ADDRESS OF DEFAULTING DEBTOR	STREET ADDRESS OF SECURED PARTY
CITY OR TOWN — COUNTY — STATE — ZIP CODE	CITY OR TOWN — COUNTY — STATE — ZIP CODE

I/WE, THE UNDERSIGNED, HEREBY CERTIFY, UNDER PENALTY OF LAW, THAT THE MOTOR VEHICLE DESCRIBED ON THE FACE HAS BEEN REPOSSESSED BECAUSE OF THE DEBTORS' FAILURE TO MEET THE OBLIGATION IN THE SETTLEMENT OF THE LIEN INDICATED ON THE FACE OF THIS FORM. THE LIEN CONTRACT COVERING THIS VEHICLE WAS EXECUTED IN FULL COMPLIANCE WITH ARTICLE 95B OF THE ANNOTATED CODE OF MARYLAND. I/WE ALSO WARRANT TITLE TO THE VEHICLE DESCRIBED AND AGREE TO DEFEND IT AGAINST ALL CLAIMS.

WITNESS MY/OUR HAND(S) AND SEAL(S)

THIS_____DAY OF_____19_____

SIGNATURE OF SECURED PARTY_____

REPRESENTING_____

ASSIGNMENT OF OWNERSHIP AND/OR BILL OF SALE

In consideration of the sum of $_____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s)_____

Address of Purchaser(s)_____
(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

ODOMETER MILEAGE STATEMENT—I/we state that the odometer mileage on this vehicle is_____miles.

(Check following statement if applicable) ☐ It is further stated that the actual mileage differs from the odometer reading for reasons other than calibration error and actual mileage is unknown.

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This_____Day of_____19_____

SIGNATURE OF SECURED PARTY

[LS]

REPRESENTING:

WARNING—DO NOT SIGN UNTIL ALL INFORMATION ABOVE HAS BEEN FILLED IN

APPLICATION FOR TITLE AND/OR REGISTRATION

I/we hereby make application for (Check applicable block) ☐ New Title and Tags ☐ New Title and Transfer of Tags ☐ New Title Only-No Tags (Do Not Give Tag Information)

Full Name of Purchaser_____

Full Name of Co-Purchaser_____

Give Driver's License Number and Date of Birth. If you do not have a Driver's License, give Date of Birth.

PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH	CO-PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH

Home Address of Purchaser(s)_____
(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

I/we hereby state that the manufacturer's identification number shown on the face hereof agrees with the number plate on the vehicle. I/we further state that this vehicle is subject to the following liens or encumbrances and none other:

IF NOT SUBJECT TO A LIEN, INDICATE "NONE"

FULL PURCHASE PRICE OF THIS VEHICLE IS $

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY	ADDRESS OF SECURED PARTY

IF YOU ARE TRANSFERRING TAGS FROM A VEHICLE THAT YOU SOLD, TO THIS VEHICLE, GIVE FOLLOWING. →

CLASS OF VEHICLE	TAG NUMBER	VALIDATION STICKER NUMBER (IF APPLICABLE)

NAME OF PERSON TO WHOM YOU SOLD THE OLD VEHICLE	ADDRESS

CERTIFICATION OF INSURANCE

NAME OF INSURANCE COMPANY (COPY FROM YOUR POLICY)

POLICY OR BINDER NUMBER	NAME OF INSURANCE AGENT OR BROKER

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This_____Day of_____19_____

SIGNATURE OF PURCHASER(S)

[LS]

[LS]

MUST BE SIGNED BY OWNER(S), OFFICER OF CORPORATION, OR PARTNER IN PARTNERSHIP

TAG NUMBER ASSIGNED BY M.V.A.

TITLE NUMBER ASSIGNED BY M.V.A.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

Secretary of Transportation certify that an application has been made to me, pursuant to the Act of April 29, 1959, P.L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

THOMAS EVERLY 800 77060520910121
[illegible] GARLOCK HOLLOW
[illegible] PA 16701

CODE
A = ANTIQUE VEHICLE
B = FORMERLY A RENTAL VEHICLE
C = FORMERLY A TOWER VEHICLE
F = OUT OF STATE VEHICLE
R = REGISTRATION PROHIBITED
X = FORMERLY A TAXI

28614558 69 INTERNATIONAL TK F
TITLE NUMBER YEAR MAKE OF VEHICLE MODEL TYPE CODE
782805G359442 [illegible],000
VEHICLE IDENTIFICATION NUMBER GROSS WEIGHT AXLES SEAT CAP FUEL MILEAGE (THOUS) AT PURCH
03-09-77
DATE OF ISSUE DATE ORIG. TITLED DOORS SALES TAX PAID COLOR

The motor vehicle or trailer described hereon is subject to the following liens:

FIRST LIEN $2,300.00 LIEN RELEASED 6/24/77
FAVOR OF AMOUNT DATE
PRODUCER BANK & TRUST CO Producers Bank & Trust Co.
81 MAIN ST LIEN HOLDER
BRADFORD PA 16701 BY [signature]
AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF: LIEN RELEASED
AMOUNT DATE
LIEN HOLDER
BY
AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

George S. Pulakos
GEORGE S. PULAKOS
Secretary of Transportation

DEPARTMENT OF TRANSPORTATION COMMONWEALTH OF PENNSYLVANIA

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation, certify that an application has been made to me, pursuant to the Act of April 29, 1959, P.L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

THOMAS EVERLY 800 770605209101 21
311 GARLOCK HOLLOW
BRADFORD PA 16701

CODE LEGEND
A = ANTIQUE VEHICLE
B = FORMERLY A RENTAL VEHICLE
C = FORMERLY A POLICE VEHICLE
F = OUT OF STATE VEHICLE
R = REGISTRATION PROHIBITED
T = FORMERLY A TAXI

28614658	INTERNATIONAL			TK	F
TITLE NUMBER	MAKE OF VEHICLE		MODEL	TYPE	CODES
7828056359442	6,000				
VEHICLE IDENTIFICATION NUMBER	GROSS WEIGHT	AXLES	SEAT CAP	FUEL	MILEAGE (THOUSD) AT PURCH
03-09-77					
DATE OF ISSUE	DATE ORIG. TITLED		SALES TAX PAID	COLOR	

The motor vehicle or trailer described hereon is subject to the following liens:

FIRST LIEN $2,300.00 LIEN RELEASED 6/20/77
FAVOR OF: AMOUNT DATE
PRODUCER BANK & TRUST CO
81 MAIN ST.
BRADFORD PA 16701

Producers Bank & Trust Co.
LIEN HOLDER
BY
AUTHORIZED REPRESENTATIVE

SECOND LIEN
FAVOR OF: AMOUNT

LIEN RELEASED
DATE

LIEN HOLDER

BY
AUTHORIZED REPRESENTATIVE

RECEIVED JUN 29 1978

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

George S. Pulakos
GEORGE S. PULAKOS
Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

CERTIFICATIONS OF DEALER TRANSFERS

WHEN OWNERSHIP OF THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE OF TITLE IS TRANSFERRED TO A REGISTERED PENNSYLVANIA DEALER, WHO HOLDS IT FOR RESALE, DATA ON THE OF SUCH TRANSFER IS TO BE INDICATED IN THE FOLLOWING SPACES.

1. NAME OF DEALER HOLDING FOR RESALE — DIN — SIGNATURE OF SELLING DEALER OR INDIVIDUAL
2. NAME OF DEALER HOLDING FOR RESALE — DIN — SIGNATURE OF SELLING DEALER
3. NAME OF DEALER HOLDING FOR RESALE — DIN — SIGNATURE OF SELLING DEALER

A. ASSIGNMENT OF CERTIFICATE OF TITLE

I, warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims: NONE (If none, so state)

Thomas D. Eberly, owner

SIGNATURE OF SELLER(S) OR, IF COMPANY, CORPORATION, ETC., LIST NAME OF FIRM, SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

NOT NOT BOW UNLESS PURCHASER'S NAME AND ADDRESS APPEARS ON THE FACE

SWORN AND SUBSCRIBED TO BEFORE ME THIS

DAY OF 19

Kathryn Eberly

SIGNATURE OF PERSON ADMINISTERING OATH

Mexico — MUNICIPALITY — Juniata — COUNTY

MY COMMISSION EXPIRES 11-10 19 80

ODOMETER MILEAGE 53,000

(Check following if applicable)

☐ Actual mileage differs from the odometer reading for reasons other than calibration limits and actual mileage is unknown.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

Industrial Rotation Service Inc

NAME OF PURCHASER(S) (TYPE OR PRINT)

Kistler

ADDRESS

PO Box 137

POST OFFICE — STATE — ZIP CODE

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers only

(Enter dealer identification number here)

I, warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims: (If none, so state)

SIGNATURE OF SELLER(S) OR, IF COMPANY, CORPORATION, ETC., LIST NAME OF FIRM, SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

NOT NOT BOW UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ON THE FACE

SWORN AND SUBSCRIBED TO BEFORE ME THIS

DAY OF 19

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY — COUNTY

MY COMMISSION EXPIRES 19

ODOMETER MILEAGE

(Check following if applicable)

☐ Actual mileage differs from the odometer reading for reasons other than calibration limits and actual mileage is unknown.

WE, I, TRANSFER OWNERSHIP OF THIS VEHICLE TO:

NAME OF PURCHASER(S) (TYPE OR PRINT)

ADDRESS

POST OFFICE — STATE — ZIP CODE

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

Registered Pennsylvania vehicle dealers only

(Enter dealer identification number here)

The undersigned hereby makes application for certificate of title for the vehicle described, which shall be subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

SIGNATURE OF PURCHASER(S) OR, IF COMPANY, CORPORATION, ETC., LIST NAME OF FIRM, SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

THIS BANKS EXACTLY AS IT APPEARS ON SIGNATURE CARD

SWORN AND SUBSCRIBED TO BEFORE ME THIS

DAY OF 19

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY — COUNTY

MY COMMISSION EXPIRES 19

VEHICLE DATA

IS THIS VEHICLE SUBJECT TO ANY ENCUMBRANCE?

AMOUNT $ (If none, so state)

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE — STATE — ZIP CODE

AMOUNT $

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE — STATE — ZIP CODE

D. APPLICATION FOR (CHECK APPROPRIATE BLOCK)

☐ NEW REGISTRATION PLATE

TEMP PLATE #

☐ TRANSFER OF REGISTRATION PLATE NUMBER

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER

REISSUE REASON ☐ LOST ☐ STOLEN ☐ DEFACED

☐ DUPLICATE REGISTRATION CARD

Additional fee of $1.00 required for each duplicate requested

*NOTE: Owner's registration card for plate being transferred must be attached here. If card is not attached, an additional fee of $2.00 is required.

CONTROL NUMBER 23[illegible]116

MV-4[illegible]

COMMONWEALTH OF PENNSYLVANIA

800 DEPARTMENT OF TRANSPORTATION 75171540353755

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation certify that an application has been made to me, pursuant to the Act of April 29, 1959, P. L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

AMERICAN TALLOW CORP
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE MOTOR VEHICLE
F = VEHICLE ORIGINALLY TITLED OR REGISTERED IN ANOTHER STATE OR FOREIGN COUNTRY
X = VEHICLE WAS FORMERLY A TAXI
R = REGISTRATION PROHIBITED

TITLE NUMBER	YEAR	MAKE OF VEHICLE	MODEL	TYPE	COLOR	CODES
800650046		HEIL		TRL		

VEHICLE IDENTIFICATION NUMBER	GROSS WEIGHT	AXLES	SEAT CAPACITY	FUEL	MILEAGE (THOUSANDS) AT PURCHASE
161283	ZERO				

DATE OF TITLE	DATE ORIG. TITLED	DUPLICATE	SALES TAX PAID
06-24-75			

The motor vehicle or trailer described hereon is subject to the following encumbrances:

FIRST ENCUMBRANCE
FAVOR OF: AMOUNT ENCUMBRANCE RELEASED DATE

ENCUMBRANCE HOLDER

BY AUTHORIZED REPRESENTATIVE

WILLIAM PENN

SECOND ENCUMBRANCE
FAVOR OF: AMOUNT ENCUMBRANCE RELEASED DATE

ENCUMBRANCE HOLDER

BY AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

DEPARTMENT OF TRANSPORTATION
COMMONWEALTH OF PENNSYLVANIA

Jacob G. Kassel
Secretary of Transportation

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

CERTIFICATIONS BY PENNSYLVANIA LICENSED DEALERS

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO ____ X SIGNATURE OF LICENSED DEALER ____

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER ____

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO ____ X SIGNATURE OF LICENSED DEALER ____

A. ASSIGNMENT OF CERTIFICATE OF TITLE

ODOMETER READING: ____

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER ____ (Type or print)

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

We, I, warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X ____ (If none so state)

X ____

SIGNATURE OF SELLER IN INK ____ DATE ____

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19 ____

X SIGNATURE OF PERSON ADMINISTERING OATH ____

MUNICIPALITY ____ COUNTY ____

MY COMMISSION EXPIRES ____ 19 ____

SEAL

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER ____ (Type or print)

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

We, I, warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X ____ (If none so state)

X ____

SIGNATURE OF SELLER IN INK ____ DATE ____

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19 ____

X SIGNATURE OF PERSON ADMINISTERING OATH ____

MUNICIPALITY ____ COUNTY ____

MY COMMISSION EXPIRES ____ 19 ____

SEAL

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____

Is this motor vehicle or trailer subject to any encumbrance? If so, so state:

FIRST LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER ____

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

SECOND LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER ____

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

VEHICLE COLOR ____

PURCHASER'S SOCIAL SECURITY NUMBER ____

The undersigned hereby makes application for Certificate of Title to the motor vehicle or trailer described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X SIGNATURE OF PURCHASER IN INK ____

PRINT NAME EXACTLY AS IT APPEARS ABOVE

SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19 ____

X SIGNATURE OF PERSON ADMINISTERING OATH ____

MUNICIPALITY ____ COUNTY ____

MY COMMISSION EXPIRES ____ 19 ____

SEAL

D. APPLICATION FOR (CHECK ONE)

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER ____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER ____

REASON ☐ LOST ☐ STOLEN ☐ DEFACED

Bureau use only

Title Number ____

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD IS NOT ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

X SIGNATURE OF APPLICANT IN INK ____

APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED

E. APPLICATION FOR CHANGE OR CORRECTION OF NAME IN CONNECTION WITH REGISTRATION TRANSFER

REASON FOR CHANGE: ☐ MARRIAGE ☐ DIVORCE ☐ COURT ORDER

FORMER OR INCORRECT NAME ____

X SIGNATURE ____

F. APPLICATION FOR TRANSFER OF REGISTRATION PLATE FROM HUSBAND TO WIFE OR WIFE TO HUSBAND, EITHER TO BOTH JOINTLY OR BOTH JOINTLY TO EITHER

Both must sign below

X SIGNATURE OF HUSBAND ____

X SIGNATURE OF WIFE ____

G. APPLICATION FOR CHANGE IN TYPE OF BODY, GROSS WEIGHT OR REGISTRATION CLASS STATEMENT OF CHANGES MADE

DECLARATION OF CLASS DESIRED ____

CLASS NUMBER ____ GROSS WEIGHT ____ FEE ____

X SIGNATURE ____

H. APPLICATION FOR ADDITION OF THIRD OR FOURTH AXLE

MAKE OF AXLE ____ MODEL OF AXLE ____ SQUARE INCHES AGGREGATE BRAKING SURFACE ____

X SIGNATURE OF PERSON INSTALLING AXLE ____

CONTROL NUMBER 16632543

MV-4 (10-73)

BPDR 0005731

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

CONTROL NUMBER
01427778
56-972 **

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Revenue, certify that an application has been made to me, pursuant to the Act of April 29, 1959, P. L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

AMERICAN TALLOW CORP
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A=ANTIQUE MOTOR VEHICLE
F=VEHICLE BROUGHT INTO PENNA. FROM ANOTHER STATE OR FOREIGN COUNTRY
X=VEHICLE WAS FORMERLY A TAXI
R=RECONSTRUCTED VEHICLE

TITLE NUMBER		MAKE OF VEHICLE	TYPE	MANUFACTURERS SERIAL NUMBER
B00650046		HEIL	TRL	161283

DATE OF ISSUE	REGISTRATION FEE	GROSS WEIGHT	AXLES	SEATING CAPACITY	DUPLICATE	DATE ORIG. TITLED	CODES
03-17-70	$125.00	36,000					

And that the motor vehicle or trailer described hereon is subject to the following encumbrances.

FIRST ENCUMBRANCE FAVOR OF: _____ AMOUNT

ENCUMBRANCE RELEASED _____ DATE

_____ ENCUMBRANCE HOLDER

BY _____ AUTHORIZED REPRESENTATIVE

SECOND ENCUMBRANCE FAVOR OF: _____ AMOUNT

ENCUMBRANCE RELEASED _____ DATE

_____ ENCUMBRANCE HOLDER

BY _____ AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Revenue as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

Warren M. Deputy
WARREN M. DEPUTY
Secretary of Revenue

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

IMPORTANT—FOLLOW THESE INSTRUCTIONS

1. PRINT IN INK OR TYPEWRITE ALL INFORMATION.
2. UPON TRANSFER OF OWNERSHIP OF THE MOTOR VEHICLE OR TRAILER DESCRIBED HEREIN, THE ASSIGNMENT (BLOCK A) OR THE ASSIGNMENT AND REASSIGNMENT (BLOCK A & B) WITH THE PURCHASER'S APPLICATION (BLOCK C) MUST BE COMPLETED AND FORWARDED TO THE DEPARTMENT OF REVENUE, BUREAU OF MOTOR VEHICLES, WITHIN (15) DAYS.
3. * WHEN REASSIGNMENT (BLOCK B) IS BY REGISTERED PENNSYLVANIA DEALER NO FEE IS REQUIRED.
4. Δ WHEN PURCHASER'S APPLICATION (BLOCK C) IS BY REGISTERED PENNSYLVANIA DEALER THE FEE IS $0.50.
5. INDIVIDUAL OWNER MUST SIGN EXACTLY AS NAME APPEARS ON CERTIFICATE OF TITLE OR ASSIGNMENT. IN CASE OF JOINT OWNERSHIP COMPLETE SIGNATURES OF EACH OWNER REQUIRED. IF COMPANY OR CORPORATION, SIGN FIRM NAME PER AUTHORIZED REPRESENTATIVE.
6. REMIT REQUIRED FEE BY CHECK OR MONEY ORDER PAYABLE TO THE "PENNSYLVANIA DEPARTMENT OF REVENUE." DO NOT SEND CASH.

A. ASSIGNMENT OF CERTIFICATE OF TITLE NUMBER: _____ NO FEE

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER

ADDRESS

POST OFFICE STATE ZIP CODE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

We, I, warrant this Certificate of Title, and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

SIGNATURE OF SELLER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

B. REASSIGNMENT OF CERTIFICATE OF TITLE FEE $2.00*

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER

ADDRESS

POST OFFICE STATE ZIP CODE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

We, I, warrant this Certificate of Title, and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

AMOUNT $ IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

SIGNATURE OF SELLER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE.

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER Fee $2.00Δ

The undersigned hereby makes application for Certificate of Title to the motor vehicle or trailer described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

Is this motor vehicle or trailer subject to any encumbrance other than as set forth above? If so complete the following:

AMOUNT $

IF "NONE" SO STATE

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19____

SEAL

SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES _____ 19____

SIGNATURE OF PURCHASER IN INK

SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

(DEPARTMENT USE ONLY)

Title Number _____ R ☐ NR ☐

D. APPLICATION FOR (CHECK ONE)

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER _____ REISSUE REASON _____ (LOST, STOLEN, DEFACED)

1. New registration plate fee see face of title
2. Passenger and motorcycle 1/2 fee beginning Oct. 1, 1/4 fee beginning Jan. 1
3. Commercial, bus and trailer 1/2 fee beginning Dec. 1, 1/4 fee beginning Mar. 1
4. School bus 1/2 fee beginning Jan. 1, 1/4 fee beginning April 1
5. Transfer fee $2.00 when vehicle is of like class, or $2.00 plus difference in fee if class is higher.
6. Reissue fee $1.00 except motorcycles, when the fee is $0.50

SIGNATURE OF APPLICANT IN INK

APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD IS NOT ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

RMV-4 (2/89)

COMMONWEALTH OF PENNSYLVANIA

800 DEPARTMENT OF TRANSPORTATION 75147530160156

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation certify that an application has been made to me, pursuant to the Act of April 29, 1959, P. L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

AMERICAN TALLOW CORP
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE MOTOR VEHICLE
F = VEHICLE ORIGINALLY TITLED OR REGISTERED IN ANOTHER STATE OR FOREIGN COUNTRY
X = VEHICLE WAS FORMERLY A TAXI
R = REGISTRATION PROHIBITED

[illegible]

The motor vehicle or trailer described hereon is subject to the following encumbrances:

FIRST ENCUMBRANCE
FAVOR OF: AMOUNT ENCUMBRANCE RELEASED DATE

ENCUMBRANCE HOLDER

AUTHORIZED REPRESENTATIVE

SECOND ENCUMBRANCE
FAVOR OF: AMOUNT ENCUMBRANCE RELEASED DATE

ENCUMBRANCE HOLDER

BY _____
AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

DEPARTMENT OF TRANSPORTATION
COMMONWEALTH OF PENNSYLVANIA

Secretary of Transportation

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BPDR 0005 34

CERTIFICATIONS BY PENNSYLVANIA LICENSED DEALERS

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME _____ STREET ADDRESS _____ POST OFFICE _____ STATE _____ ZIP CODE _____

DATE _____ DEALER'S LICENSE NO. _____ X SIGNATURE OF LICENSED DEALER _____

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME _____ STREET ADDRESS _____ POST OFFICE _____ STATE _____ ZIP CODE _____

DATE _____ DEALER'S LICENSE NO. _____ X SIGNATURE OF LICENSED DEALER _____

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME _____ STREET ADDRESS _____ POST OFFICE _____ STATE _____ ZIP CODE _____

DATE _____ DEALER'S LICENSE NO. _____ X SIGNATURE OF LICENSED DEALER _____

A. ASSIGNMENT OF CERTIFICATE OF TITLE

ODOMETER READING: _____

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER _____ (Type or print)

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

We, I, warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X _____ (If none so state)

X _____ SIGNATURE OF SELLER IN INK _____ DATE _____

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 _____

X _____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19 _____

SEAL

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER _____ (Type or print)

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

We, I, warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X _____ (If none so state)

X _____ SIGNATURE OF SELLER IN INK _____ DATE _____

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 _____

X _____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19 _____

SEAL

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

Registered Pennsylvania vehicle dealers must show their dealer identification number here: _____

Is this motor vehicle or trailer subject to any encumbrance? If none so state.

FIRST LIEN

AMOUNT $ _____

ENCUMBRANCE HOLDER _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

SECOND LIEN

AMOUNT $ _____

ENCUMBRANCE HOLDER _____

ADDRESS _____

POST OFFICE _____ STATE _____ ZIP CODE _____

VEHICLE COLOR _____

PURCHASER'S SOCIAL SECURITY NUMBER _____

The undersigned hereby makes application for Certificate of Title to the motor vehicle or trailer described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X _____ SIGNATURE OF PURCHASER IN INK _____

PRINT NAME EXACTLY AS IT APPEARS ABOVE

SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 _____

X _____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY _____ COUNTY _____

MY COMMISSION EXPIRES _____ 19 _____

SEAL

Bureau use only

Title Number _____

D. APPLICATION FOR (CHECK ONE)

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER _____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER _____

REASON ☐ LOST ☐ STOLEN ☐ DEFACED

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD IS NOT ATTACHED: AN ADDITIONAL FEE OF $.50 IS REQUIRED.

X _____ SIGNATURE OF APPLICANT IN INK

APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED

E. APPLICATION FOR CHANGE OR CORRECTION OF NAME IN CONNECTION WITH REGISTRATION TRANSFER

REASON FOR CHANGE: ☐ MARRIAGE ☐ DIVORCE ☐ COURT ORDER

FORMER OR INCORRECT NAME _____

X _____ SIGNATURE

F. APPLICATION FOR TRANSFER OF REGISTRATION PLATE FROM HUSBAND TO WIFE OR WIFE TO HUSBAND, EITHER TO BOTH JOINTLY OR BOTH JOINTLY TO EITHER

Both must sign below

X _____ SIGNATURE OF HUSBAND

X _____ SIGNATURE OF WIFE

G. APPLICATION FOR CHANGE IN TYPE OF BODY, GROSS WEIGHT OR REGISTRATION CLASS STATEMENT OF CHANGES MADE

DECLARATION OF CLASS DESIRED

CLASS NUMBER _____ GROSS WEIGHT _____ FEE _____

X _____ SIGNATURE

H. APPLICATION FOR ADDITION OF THIRD OR FOURTH AXLE

MAKE OF AXLE _____ MODEL OF AXLE _____ SQUARE INCHES AGGREGATE BRAKING SURFACE _____

X _____ SIGNATURE OF PERSON INSTALLING AXLE

CONTROL NUMBER 16417792

MV 4 (10-73)

BPDR 0005 [illegible]

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

75007100151 6

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation certify that an application has been made to me, pursuant to the Act of April 29, 1959, P. L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

AMERICAN TALLOW CORP 76
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE MOTOR VEHICLE
F = VEHICLE ORIGINALLY TITLED OR REGISTERED IN ANOTHER STATE OR FOREIGN COUNTRY
X = VEHICLE WAS FORMERLY A TAXI
R = REGISTRATION PROHIBITED

The motor vehicle or trailer described hereon is subject to the following encumbrances:

FIRST ENCUMBRANCE
FAVOR OF _____ AMOUNT _____ ENCUMBRANCE RELEASED _____ DATE _____

ENCUMBRANCE HOLDER _____

AUTHORIZED REPRESENTATIVE _____

SECOND ENCUMBRANCE
FAVOR OF _____ AMOUNT _____ ENCUMBRANCE RELEASED _____ DATE _____

ENCUMBRANCE HOLDER _____

BY _____ AUTHORIZED REPRESENTATIVE _____

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

DEPARTMENT OF TRANSPORTATION
COMMONWEALTH OF PENNSYLVANIA

Secretary of Transportation

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BPDR 0005 56

CERTIFICATIONS BY PENNSYLVANIA LICENSED DEALERS

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER

A. ASSIGNMENT OF CERTIFICATE OF TITLE

ODOMETER READING: ____

We, I transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER ____ (Type or print)

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

We, I warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X ____ (If none so state)

X ____ SIGNATURE OF SELLER IN INK ____ DATE ____

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19__

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY ____ COUNTY ____

MY COMMISSION EXPIRES ____ 19__

SEAL

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____

We, I transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER ____ (Type or print)

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

We, I warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X ____ (If none so state)

X ____ SIGNATURE OF SELLER IN INK ____ DATE ____

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19__

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY ____ COUNTY ____

MY COMMISSION EXPIRES ____ 19__

SEAL

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____

Is this motor vehicle or trailer subject to any encumbrance? If none so state:

FIRST LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER ____

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

SECOND LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER ____

ADDRESS ____

POST OFFICE ____ STATE ____ ZIP CODE ____

VEHICLE COLOR ____

PURCHASER'S SOCIAL SECURITY NUMBER ____

The undersigned hereby makes application for Certificate of Title to the motor vehicle or trailer described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X ____ SIGNATURE OF PURCHASER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE

SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19__

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY ____ COUNTY ____

MY COMMISSION EXPIRES ____ 19__

SEAL

D. APPLICATION FOR (CHECK ONE)

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER ____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER ____

REASON ☐ LOST ☐ STOLEN ☐ DEFACED

Bureau use only

Title Number ____

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERETO. IF CARD IS NOT ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

X ____ SIGNATURE OF APPLICANT IN INK

APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED.

E. APPLICATION FOR CHANGE OR CORRECTION OF NAME IN CONNECTION WITH REGISTRATION TRANSFER

REASON FOR CHANGE: ☐ MARRIAGE ☐ DIVORCE ☐ COURT ORDER

FORMER OR INCORRECT NAME ____

X ____ SIGNATURE

F. APPLICATION FOR TRANSFER OF REGISTRATION PLATE FROM HUSBAND TO WIFE OR WIFE TO HUSBAND, EITHER TO BOTH JOINTLY OR BOTH JOINTLY TO EITHER

Both must sign below

X ____ SIGNATURE OF HUSBAND

X ____ SIGNATURE OF WIFE

G. APPLICATION FOR CHANGE IN TYPE OF BODY, GROSS WEIGHT OR REGISTRATION CLASS STATEMENT OF CHANGES MADE

DECLARATION OF CLASS DESIRED ____

CLASS NUMBER ____ GROSS WEIGHT ____ FEE ____

X ____ SIGNATURE

H. APPLICATION FOR ADDITION OF THIRD OR FOURTH AXLE

MAKE OF AXLE ____ MODEL OF AXLE ____ SQUARE INCHES AGGREGATE BRAKING SURFACE ____

X ____ SIGNATURE OF PERSON INSTALLING AXLE

CONTROL NUMBER 15279881

MV-4 (10-73)

BPDR 0005737

COMMONWEALTH OF PENNSYLVANIA

999 DEPARTMENT OF TRANSPORTATION 750203101620 56

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

I, the Secretary of Transportation certify that an application has been made to me, pursuant to the Act of April 29, 1959, P. L. 58 as amended, for a Certificate of Title to the motor vehicle or trailer described hereon.

AMERICAN TALLOW CORP
84 MONTOUR RD
CORAOPOLIS PA 15108

CODE LEGEND

A = ANTIQUE MOTOR VEHICLE
F = VEHICLE ORIGINALLY TITLED OR REGISTERED IN ANOTHER STATE OR FOREIGN COUNTRY
X = VEHICLE WAS FORMERLY A TAXI
R = REGISTRATION PROHIBITED

[redacted]

The motor vehicle or trailer described hereon is subject to the following encumbrances:

FIRST ENCUMBRANCE
FAVOR OF AMOUNT ENCUMBRANCE RELEASED DATE

ENCUMBRANCE HOLDER

BY AUTHORIZED REPRESENTATIVE

SECOND ENCUMBRANCE
FAVOR OF AMOUNT ENCUMBRANCE RELEASED DATE

ENCUMBRANCE HOLDER

BY AUTHORIZED REPRESENTATIVE

I do further certify that I have used reasonable diligence in ascertaining whether or not the facts stated in said application for this Certificate of Title are true, and that I am satisfied that the applicant is the lawful owner of the motor vehicle or trailer described hereon, or is otherwise entitled to have the same registered in his name.

Wherefore, I certify that the above named applicant has been duly registered in the office of the Pennsylvania Department of Transportation as the lawful owner of the motor vehicle or trailer described hereon.

Witness my hand and seal of office.

Secretary of Transportation

DEPARTMENT OF TRANSPORTATION COMMONWEALTH OF PENNSYLVANIA

KEEP IN A SAFE PLACE—ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

CERTIFICATIONS BY PENNSYLVANIA LICENSED DEALERS

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER

The undersigned Pennsylvania licensed dealer hereby certifies that title to the motor vehicle described on the face of this Certificate of Title was transferred to:

NAME ____ STREET ADDRESS ____ POST OFFICE ____ STATE ____ ZIP CODE ____

DATE ____ DEALER'S LICENSE NO. ____ X SIGNATURE OF LICENSED DEALER

A. ASSIGNMENT OF CERTIFICATE OF TITLE

ODOMETER READING: ____

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER (Type or print)

ADDRESS

POST OFFICE STATE ZIP CODE

We, I, warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X ____ (If none so state)

X ____ SIGNATURE OF SELLER IN INK DATE

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19____

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES ____ 19____

SEAL

B. REASSIGNMENT OF CERTIFICATE OF TITLE

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____

We, I, transfer ownership of this motor vehicle or trailer to:

NAME OF PURCHASER (Type or print)

ADDRESS

POST OFFICE STATE ZIP CODE

We, I, warrant this Certificate of Title and state that at the time of delivery the same is subject to the following encumbrances or other legal claims:

X ____ (If none so state)

X ____ SIGNATURE OF SELLER IN INK DATE

DO NOT SIGN UNLESS PURCHASER'S NAME AND ADDRESS APPEAR ABOVE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19____

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES ____ 19____

SEAL

C. APPLICATION FOR CERTIFICATE OF TITLE BY PURCHASER

Registered Pennsylvania vehicle dealers must show their dealer identification number here: ____

Is this motor vehicle or trailer subject to any encumbrance? (If none so state)

FIRST LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

SECOND LIEN

AMOUNT $ ____

ENCUMBRANCE HOLDER

ADDRESS

POST OFFICE STATE ZIP CODE

VEHICLE COLOR ____

PURCHASER'S SOCIAL SECURITY NUMBER ____

The undersigned hereby makes application for Certificate of Title to the motor vehicle or trailer described within this Certificate of Title, subject to the encumbrances and other legal claims set forth in the above assignment or reassignment.

X ____ SIGNATURE OF PURCHASER IN INK

PRINT NAME EXACTLY AS IT APPEARS ABOVE

SIGNATURE MUST AGREE WITH ABOVE ASSIGNMENT OR REASSIGNMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19____

X ____ SIGNATURE OF PERSON ADMINISTERING OATH

MUNICIPALITY COUNTY

MY COMMISSION EXPIRES ____ 19____

SEAL

D. APPLICATION FOR (CHECK ONE)

☐ NEW REGISTRATION PLATE

☐ TRANSFER OF REGISTRATION PLATE NUMBER ____

☐ REISSUE AND TRANSFER OF REGISTRATION PLATE NUMBER ____

REASON ☐ LOST ☐ STOLEN ☐ DEFACED

Bureau use only

Title Number ____

OWNER'S REGISTRATION CARD FOR PLATE BEING TRANSFERRED MUST BE ATTACHED HERE. IF CARD IS NOT ATTACHED, AN ADDITIONAL FEE OF $.50 IS REQUIRED.

X ____ SIGNATURE OF APPLICANT IN INK

APPLICANT HEREBY AVERS THAT HIS REGISTRATION PRIVILEGES ARE NOT SUSPENDED.

E. APPLICATION FOR CHANGE OR CORRECTION OF NAME IN CONNECTION WITH REGISTRATION TRANSFER

REASON FOR CHANGE: ☐ MARRIAGE ☐ DIVORCE ☐ COURT ORDER

FORMER OR INCORRECT NAME

X ____ SIGNATURE

F. APPLICATION FOR TRANSFER OF REGISTRATION PLATE FROM HUSBAND TO WIFE OR WIFE TO HUSBAND, EITHER TO BOTH JOINTLY OR BOTH JOINTLY TO EITHER

Both must sign below

X ____ SIGNATURE OF HUSBAND

X ____ SIGNATURE OF WIFE

G. APPLICATION FOR CHANGE IN TYPE OF BODY, GROSS WEIGHT OR REGISTRATION CLASS STATEMENT OF CHANGES MADE

DECLARATION OF CLASS DESIRED ____

CLASS NUMBER GROSS WEIGHT FEE

X ____ SIGNATURE

H. APPLICATION FOR ADDITION OF THIRD OR FOURTH AXLE

MAKE OF AXLE MODEL OF AXLE SQUARE INCHES AGGREGATE BRAKING SURFACE

X ____ SIGNATURE OF PERSON INSTALLING AXLE

CONTROL NUMBER 15403659

MV-4 (10-73)

BPDR 0005739

BRESLUBE-PENN INC.
84 MONTOUR ROAD, CORAOPOLIS, PENNSYLVANIA 15108 TEL. (412) 264-4280

MAR 16 1984
EQUIBANK
Comm. Loan Adj.

March 14, 1984

Equibank
Two Oliver Plaza
Pittsburgh, Pennsylvania 15222

Attention: RuthAnn Tomko
Bill Densmore

Re: Title Registrations

To Whom it may Concern:

Please find enclosed all the titles that I have found here in the office. I have no idea at this time just how many of these vehicles are here or scattered all over the states.

I am still in the process of gathering the serial numbers and makes of the junk vehicles sitting here on our grounds.

We are very axious to be able to dispose of these. When all the numbers are ready I will send them to you for your approval to dispose of them.

Also, I am in need of a letter from the bank stating that we are permitted to have the Xerox company come in and remove their copier. They will not come in unless they have a written letter from your office stating that they will not get into a financial problem because of the bankruptcy laws.

I would appreciate this letter as soon as you can get it to me.

Thank you, we remain.

Yours truly,

Susan Kisow

Susan Kisow
Secretary to the General Manager

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	: BANKRUPTCY NO. 81-3367
WISEMAN OIL COMPANY, Debtors.	: 341 First Meeting of Creditors
	: Hearing Date: February 23, 1982
	: Filed By: AUL, KARLOVITS & FULESDAY Virginia M. Aul

FIRST MEETING OF CREDITORS

Hearing Officer: ROBERT THOMAS HARPER, ESQ.
Berkman, Ruslander, Pohl, Lieber & Engel
20th Floor Frick Building
Pittsburgh, PA 15219

Registered Professional Reporter

AUL, KARLOVITS & FULESDAY, INC.
Registered Professional Reporters
1430 Park Building
Pittsburgh, PA 15222
Tel. (412) 261-2323
COMPUTERIZED REPORTING

BPDR 0005742

P R O C E E D I N G S

MR. HARPER: We are here for the 341 First Meeting of Creditors of Wiseman Oil Company, Case No. 81-3367. It was originally scheduled for Room 1613, but because of the size of the crowd, we moved it down to Judge Cosetti's Chambers.

This meeting is recorded by a tape recording which is kept on file in the Clerk's Office. My name is Bob Harper, and I will be the presiding officer. I will first ask a few questions of the debtor, and then the floor will be open for questions from creditors. Momentarily I will have to stop the meeting in order to change the tape side.

As I have previously announced, it is a 341 First Meeting of Creditors in the bankruptcy of Wiseman Oil Company, and Case No. 81-3367, proceeding for reorganization under Chapter 11 of the Bankruptcy Code. My name is Robert Harper, and the Court has appointed me the presiding officer for purposes of this meeting. Testifying on behalf of Wiseman Oil today at the meeting will

FORM SEL-711 REPORTERS PAPER & MFG CO 800-626-6313

be Robert Wiseman. Will you please take the stand.

ROBERT WISEMAN, a witness herein, having been duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. HARPER:

Q. Robert, please describe your job description and your involvement with Wiseman Oil Company.

A. I have been involved with Wiseman Oil Company for about 12 years. I was President of the company since 1976, and I was involved in all operations of the company from administrative management of the plant to refinery operations and marketing. I'm currently Vice Chairman of the company -- I believe they elected a new president -- and I'm still intimately involved in all operations of the company.

Q. Could you please describe the new staff that you have at the plant.

A. Currently the Administration of the company consists of myself, R. P. Robosson, who is the President of the company, Susan Barnes, who is Vice President of Finance. We have Walter Protch, who is our Plant Manager Chemist, and he is still in charge of the refinery. And we have various other supervisory

FORM SEL-711 REPORTERS PAPER & M... O 800-626-6313

BPDR 0005743

---

staff and security at the facility to maintain its present operations.

Q. Could you briefly describe the business operations of the Wiseman Oil Company?

A. The operations consist of the reprocessing of primary oils and reprocessing of waste oils contaminated with dirt and water. We process them into both heavy fuel oil and lubricants. The plant was conceived in 1976. Construction began at that time, and it was eventually completed in October of 81. It's the largest such facility, we believe, in the United States.

Q. What are its operational capacities?

A. We have the capacity to produce approximately two million gallons per month of fuel oil, and about four hundred thousand gallons per month of lubricating oil.

Q. During the course of the Chapter 11, would Wiseman Oil Company's main source of attention be on fuel or lube oil?

A. The original intent of the plant when we built it was to produce -- the primary focus would be lubricating oil. Due to inadequate financing over

FORM SEL-7 REPORTERS PAPER & MFG CO 800-626-6313

---

the course of our years of construction, we have found ourselves unable to bring the focus of the plant to what its main purpose was, lube oil, which has a substantially higher profit margin than our fuel oil sales. In the course of reorganization, we determined that we can now bring, since the plant has been completed, that in October the brunt of operations will be the conversion of the plant from its primarily fuel oil base now to a lubricating oil base.

Q. Now, you referred to the plant; I assume that's the same plant listed on Schedule B-1, which is the oil refining plant located in Coraopolis?

A. Yes.

Q. With a value of $3,500,000?

A. Yes. We have transportation equipment, trucks, that have a book value of between four and five hundred thousand dollars. Also we have inventories of approximately $150,000, and receivables of about $290,000.

Q. Do you also have lab equipment at the plant?

A. We have lab equipment, probably around $50,000 or $60,000.

FORM SEL-711 REPORTERS PAPER & MFG. 800-826-6313

Mr. Wiseman - by Mr. Harper

Q. Is the Wiseman Oil Company presently insured?

A. The assets of Wiseman are insured to the extent of 3.3 million dollars.

Q. Is there adequate security at the plant?

A. Yes, we have 24-hour security at the plant.

Q. With respect to the plant, the machinery and equipment located there, could you briefly describe the post-petition maintenance steps and measures which have been taken?

A. Well, we have been able to maintain the supervisory staff that was with us prior to the filing of the petition, and those people are on throughout the 24-hour day, and they are doing maintenance as required to maintain the facility in its current state.

Q. Is the company also complying with the Department of Environmental Resources regulations?

A. Yes, the company is. It's meeting, to the best of its ability, it's meeting to the Department of Environmental Resources and to the County Air Pollution Control Board.

Q. Has there been a determination as to utility services?

A. All utilities are still in service.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Harper

Q. With respect to your operating costs, you indicated that you cut back the staff?

A. We have cut back costs on an annualized basis now, approximately a million dollars a year.

Q. You briefly also discussed the post-petition operations in the switch to production of lube oil from fuel oil in terms of emphasis. How do you propose to implement the post-petition goals?

A. Well, we have arranged some new financing, some cash coming into the company of between two and three hundred thousand dollars, which will enable us to make the necessary repairs, since we have been shut down for the start up, and bring back the stock as needed. And since our new thrust is lubricating oil and not fuels, the total gallonage necessary to operate the plant will be a much lower number than we used to produce the fuel oil, because of the margin difference, so that our working capital needs will be able to be satisfied through the infusion of this cash.

Q. When do you anticipate being able to make a profit in the post-petition period?

A. We should start making profits approximately between

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

the third and fourth months after start up, resumption of operations.

Q. When do you anticipate those operations to resume?

A. We would anticipate, given the funds coming in, we are anticipating start up around April 1st.

Q. Could you briefly describe the extent of those profits; let's say, how much per month after a six-month period?

A. Well, we have projected that now with the emphasis on lube oil, as opposed to fuel, that running the plant at about 54 percent of its lube oil capacity, and at about 8 percent of its capacity for fuel oil, and with having tapped out major other parts of the company that were related to its fuel oil production, we should be showing profits in the months five and six of approximately $50,000 a month.

Q. What is the basis for these projections; have you had any proforma statements prepared?

A. Yes, our Auditor, Main & Hurdman, since the petition, since the filing, did a review of our costs over the last year. We averaged those out, made a new budget for costs, and revised those. And to determine that, because of the much lower volume

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

that we will be doing on dropping our costs down approximately a million dollars a year to eventually like a fixed overhead, we will be able to come up with those profits, running at least on half of capacity of the total plant.

Q. Could you review briefly your source of supply and potential purchasers for the lube oil production in post-petition period?

A. Yes. Sources of supply appear to be pretty much our same sources of supply we have had before. We have suppliers in the Cleveland area that are -- well, should I mention them by name?

Q. Well, you can provide names and some details.

A. Erie Way Pollution Control in the Cleveland area, with whom we have done business for many years, will supply us with probably 80 percent of our initial lube oil needs. Another company, P&K Oil in Cleveland also will ship supplies. The key to this is the volumes that we are going to be doing. We were running total throughputs of upwards of two million net gallons a month. We are now looking at running substantially lower volumes than that, so the supply is really not much of a problem. We have

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

commitments on the sale end of lubricating oil to go into some local companies, Pittsburgh Penn Oil is one of them in Creighton, and we are negotiating with a number of other people for output. We also have commitments on the fuel oil to do business with Sharon Steel right now for much more volume than we have, even for production for fuel oil operations.

Q. Is it your belief the lube oil operations being spurred on by a two hundred thousand fresh advance of money will enable the company to successfully formulate and present a plan for reorganization for its creditors?

A. Absolutely.

MR. HARPER: I have no further questions for the debtor at this time.

I would like to now open the floor for questions. I do ask just one thing, that each person who speaks please identify themselves clearly, and go one at a time. We have one microphone here, and this is as far as it can stretch. So, the floor is now open for questions, if anyone has any questions.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

MR. SABLE: I have a number of questions.

EXAMINATION

BY MR. SABLE:

Q. My name is Robert Sable, and I represent Equibank. I have a few questions.

Mr. Wiseman, the schedule referring to the lease between Wiseman Oil Company, Joseph and Ruth Wiseman, could you tell me the terms of that lease?

MR. KARLOWITZ: If you know.

A. I don't have the -- I can't give the terms of it.

BY MR. SABLE:

Q. You can refer to your counsel if you don't know how much rent you have been paying.

A. I don't know what you mean by the terms. $2500 a month is the terms.

Q. Do you know how long that lease is in force for?

A. I believe it's a five-year lease. I don't recall what the commencement date on that lease was.

Q. Do you or your counsel have a copy of that, not necessarily with you, but in the company records?

A. Yes, sure.

Q. Since the filing of the Chapter 11 in early December,

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

I believe, has the company been operating at all?

A. The company has been engaged in a small part of its normal business, which is outside the -- not the fuel or lube oil business, but has been generating revenues off its reprossessing business.

Q. Could you explain what that service entails?

A. For a fee, we remove oily water from industrial facilities.

Q. What do you do with it after you have removed it?

A. We bring those into our refinery and process them and discharge them.

Q. And you are paid a fee for this service, paid so much per gallon to process those materials that you brought into the facility. Since the beginning of December, has that been put into storage?

A. No, it's probably been -- some of it goes into storage, but I'm sure on a continual basis, water is discharged from the facility.

Q. But have you processed it, is my question?

Yes, I'm sure we have processed what's come in. There may be some in storage.

Q. After you processed it, what do you have left?

A. No fuel. You don't get much. The percentage of oil

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

---

that is a result of that process, we haven't sold any of it.

Q. How much income has this generated since December 6th?

A. Well, it seems to be generating about as much as it normally does at our normal operations; between $20,000 and $25,000 a month.

Q. What has that $20,000 or $25,000 a month been used for?

A. Essentially to maintain current expenses.

Q. Such as?

A. Such as payroll for staff, security, et cetera.

Q. Have you checked any of the receivables that were due and owing at the time of the filing?

A. Yes, I'm sure we have checked some receivables since the time of the filing.

Q. What has happened to that money?

A. Well, those monies also would have been used for maintenance of the facility.

Q. Have you sold any inventory since the filing?

A. We have sold some inventory since the filing, yes.

Q. Approximately how much?

A. I would guess $12,000 to $15,000 worth of lube oil,

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

I would think.

Q. Was that inventory stored at the Wiseman facility?

A. Yes.

Q. Now, you also mentioned there is approximately $150,000 that you have on hand, $150,000 worth of inventory?

A. Yes.

Q. You own the $150,000?

A. Yes.

Q. Where is that located?

A. That's located at the North Star Terminal in Monaca, which is leased storage.

Q. What production is that, and how much of it is there?

A. There is approximately 300,000 net gallons of oil at that facility.

Q. Are there also gallons of gross production?

A. Yes, there is approximately 600,000 gallons of gross material there. It's the raw material for our refinery.

Q. How much do you value that at; 50 cents a gallon?

A. The value is about 50 cents a gallon.

Q. Are there any storage charges owed on that oil?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

A. Yes.

Q. Approximately how much?

A. Well, prior to the filing, I think about $45,000. Since the filing, there would be ongoing charges.

Q. What is that charge; is it per gallon, per month?

A. No, there is a flat fee per month of $11,000 on the total storage.

Q. So that there is approximately $45,000 pre-petition, and there will be another roughly $13,000?

A. December, January and February, yes.

Q. Is the reprocessing plant operating on a daily basis?

A. No.

Q. Has it operated since the filing?

A. We operated it for about a week after the filing.

Q. Then it has not operated since approximately December 15?

A. Correct.

Q. Do you have an estimate of what it would cost to start it up before it produced the first gallon of reprocessed oil?

A. Yes.

Q. What is that estimate?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

A. We have determined, we have budgeted $13,000 for repairs in the facility, plus bringing back the normal payroll that we would have during the operation of the facility.

Q. You mentioned that the utilities are still in effect at the plant?

A. Yes.

Q. Have you paid the gas bills since the filing of this petition?

A. No. We have been in touch with the gas company, and they understand that we are in the process of re-orgainizing, and would like to, since we had a new major gas service going in, to alter our boilers from oil to natural gas. They are very interested in seeing that the plant gets back in operation so that they can get increased revenues out of it. So, they are waiting to see whether we are budgeting utility deposits to go to them during the start-up period.

Q. About how much is the gas service costing you per month at this point?

A. During the winter, gas service would run about $400 a month.

Q. Have you paid anything on the electricity bill since

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

---

the filing?

A. No.

Q. How much is that service running per month?

A. Well, it's a little hard to get a number right now, but it would appear -- at least our estimates would be, because you're getting estimates from the light company, because they are not taking very accurate readings -- but our estimates on this utility in a non-operational state, should run between $1,000 and $2,000 a month.

Q. And in an operating condition?

A. In the past, historically, it's been around $4,900 a month.

Q. But that has not been paid?

A. No.

Q. Has salary been paid to the employees who are working?

A. Salaries have been paid to the employees that are working there. We probably are behind on current salaries, a week or something like that, at this point.

Q. Are you drawing a salary?

A. I am not drawing a current salary, no.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-8313

Mr. Wiseman - by Mr. Sable

Q. Is Mr. Robosson drawing a salary?

A. Yes.

Q. At what level?

A. Mr. Robosson is drawing a salary of approximately $70,000 per year.

Q. This is since the filing of the Chapter 11 Petition?

A. Yes.

Q. Are you being reimbursed for any of your own expenses?

A. No. Let me clarify that, I haven't drawn any salary for a month.

Q. How much salary did you draw before that, between December 6th and today?

A. I received a salary from the filing through about the middle of January. My annual salary is $50,000, and I haven't received any reimbursements of any expenses since the filing.

Q. Are you provided with any fringe benefits such as a car, club memberships, or anything like that?

A. No.

Q. Since the filing, at any time?

A. Since the filing, no.

Q. Has the rental to Joseph Wiseman been paid since the

FORM SEL-711 REPORTERS PAPER & INC. CO. 800-626-6313

---

filing?

A. No.

Q. I note on the Schedules there are a number of vehicles, automobiles, listed. Does the company or its employees still have possession of those automobiles?

A. Let's see, all of the automobiles -- I don't know if all of them have gone through the court procedure, but all of the automobiles are going, along with the disaffirmance of various leases, are going to be terminated.

MR. KARLOWITZ: I should just expound, for the benefit of all creditors, we have started some proceedings with respect to a few of the vehicles. One is to see if there is no equity to the vehicles, either to have them abandoned, or disaffirm the leases that deal with those vehicles. And we are in the process of putting together a petition do that with all of them, as well as certain executory contracts and other leases which the debtor does not believe it will need during our post-petition operations. We are

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

in the process of preparing appropriate petitions for disaffirmance of those obligations.

BY MR. SABLE:

Q. Would it be fair to say, I notice on the Schedule that a 1981 Regal, a 1981 Oldsmobile, a 1981 Cadillac and a 1978 Mercedes, all of those vehicles?

MR. HARPER: If they are leased, they are being disaffirmed. Otherwise, I believe they are all going to be sold; is that correct?

A. Yes, or abandoned, if there's no equity in this for the estate.

BY MR. SABLE:

Q. I notice there is a 1979 Buick station wagon; where is that automobile?

A. That's in Washington. But there is an error, I don't believe that is owned by the company.

Q. You believe it's owned by Steven Wiseman?

A. I think so.

Is that true?

MS. BARNES: Steve Wiseman.

BY MR. SABLE:

Q. Did the company ever own it?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

ORIGIN
(Red)

Mr. Wiseman - by Mr. Sable

A. Initially, I think as of '79, the company may have owned it, but I think he has purchased it from the company at this time.

Q. Have you prepared, or have you caused to be prepared a financial statement for the calendar year ending 12/31/'81?

A. Perhaps, yes, I think we are working with Main & Hurdman to prepare such a statement.

Q. Has there been an internal statement prepared by your in-house accounting people?

A. Not as of year end, no.

Q. There was one prepared for 9/30/'81?

A. We have in-house statements through -- yes, through probably October, November.

Q. I notice on the Schedule that there is something called Tri G Global, which was paid commissions.

MR. HARPER: Excuse me, that's No. 19 B on your statement of financial affairs.

BY MR. SABLE:

Q. Did any officer or shareholder of the company have any interest in Tri G Global, interest as far as receiving money from Tri G Global?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

A. Yes.

Q. Who was that?

A. Well, Tri G Global was a commission mechanism set up to pay all people who participated in the Marketing Department. There were probably six people in the company who received some share of these commissions paid out over the course of that year. I think about $90,000 was paid out over the course of the year, that was divided between about six people.

Q. Who were those six people?

A. There was Gary Gentile, who was Vice President of Marketing; Scott Beaty, who was a Sales Rep for the company; Doug Anthony, who was in Marketing also; myself and Steven Wiseman. And I don't know, I'm not sure if there is -- I can't think of another person.

Q. Was it based on some sort of commission or only on division among the six?

A. No, it was based on Gary Gentile, who ran the Marketing Department. He paid it out of this, as a proportion of the input that those individuals had to the particular deals.

Q. Did Joseph Wiseman draw a salary from the company?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

A. No.

Q. In response to Question 19-A, the question is to the individual proprietor: What personal withdrawal of any kind have you made from the business during the year immediately preceding the filing of the original petition?

A. Yes.

Q. And although this debtor is not an individual proprietor, the question was answered.

MR. HARPER: It's not applicable, I believe.

BY MR. SABLE:

Q. Then it says the debtor partnership, what withdrawals or corporations, what withdrawals of any form were made during the previous year, and it says, "Robert Wiseman, $3,200?"

A. Yes, I think. I did not prepare those.

Q. No, I understand, that's the reason I am asking. The answer, I'm sure there is a different answer.

A. I don't think the question was answered correctly.

Q. My question to you is: What is the answer to this question?

A. The answer to that question would be approximately

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

$50,000.

Q. What about the other insiders?

A. I don't know what insiders are.

Q. For purposes of my question, what other compensation was paid to either shareholders or -- let's just say shareholders, in the form of direct compensation? For example, you had compensation of $50,000, you had the use of a car, apparently, during some period of time?

A. Yes, during some period of time.

Q. What form of compensation was made to the other shareholders?

A. Well, the only other compensation was paid to my brother, who was the only other person receiving -- who was Executive Vice President of Marketing, who received likewise a salary of $50,000, and for some period of time had the use of a company vehicle.

Q. The other shareholders received nothing?

A. That's correct.

Q. And reimbursement of business expenses?

A. Yes.

MR. SABLE: I have no further questions at this time.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

MR. HARPER: Thank you. Are there any other questions?

MR. CAMPBELL: I am Douglas Campbell, and I am the attorney for the Committee of Unsecured Creditors in the case.

EXAMINATION

BY MR. CAMPBELL:

Q On the Schedule, Mr. Wiseman, that pertains to the real estate owned by the debtor, there is an indication that the oil re-refining plant has a value of $3,500,000?

A Yes.

Q Now, as I understand it, the company itself, and perhaps your counsel can answer this question, does not actually own any real estate, but leases its real estate from Joseph Wiseman?

MR. HARPER: Right, has a leasehold interest described on the same page; indicates the surface underneath the plant as well as one office building are leased from Joseph and Ruth Wiseman.

MR. CAMPBELL: What exactly is it that's valued at $3,500,000?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-628-6313

Mr. Wiseman - by Mr. Campbell

MR. HARPER: Plant facility as it's up there, including the piping systems, the improvements, the tanks; it's the operational unit of the company.

MR. CAMPBELL: And it's given that value on the assumption that the lease will also accompany those improvements?

MR. HARPER: Yes.

THE WITNESS: Yes.

BY MR. CAMPBELL:

Q. How did you arrive at that figure of $3,500,000?

A. That figure was arrived at by the combination of our - it's primarily our book value, the actual cost of construction of the refinery, less depreciation.

Q. So that the value on the Schedules isn't related to the actual market value, it's the book value?

A. Well, the market value, it's unclear what the market value is. That will have to be determined.

MR. HARPER: I should point out here that it's a unique plant. I believe it's the only one of its size in the country. It has the permits, that is, the environmental permits to treat waste fuel oil as well as

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

---

waste water, so that the figure that we have down here is based on their book value determination of their estimate of the market value of the property.

A. Those numbers were reviewed as of 6/30/'81 by Main & Hurdman.

BY MR. CAMPBELL:

Q. The numbers on the Schedules call for an estimate of what the market value of the debtor's interest is; are you saying that this is not the market value the $3,500,000 is the book value?

MR. HARPER: No, I believe that he said that that is the market value of the plant, but they arrive at that by taking book values as appears on their books from statements prepared by their accountants, as well as the cost, basing that cost on construction and other factors, to arrive at their estimate of market value.

MR. CAMPBELL: What would your estimate of the market value for that property be if the company rights and its lease from Joseph Wiseman would cease, what would the

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

value be?

MR. HARPER: You have to ask him.

A. Well, I'm not sure how that question can be answered. Are you assuming that -- you mean, if any place has no land to sit on, is it worth anything, is that the question?

BY MR. CAMPBELL:

Q. What would the equipment be worth if it had to be sold?

A. If it was sold, your guess would be as good as mine.

Q. So, suppose Joseph Wiseman refused to lease the property, okay, what would be the value?

A. The lease is automatically renewable by the Corporation.

Q. No, my question is: What would be the value of the buildings, machinery, piping systems, tanks and other improvements on that property if your leasehold interest expired?

MR. HARPER: I think he stated he is not aware of what that value would be. I think he answered that the first time you raised the question.

BY MR. CAMPBELL:

Q. Are you aware that Equibank has filed with the Court

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

a petition that indicates that in its opinion, the value of that equipment is significantly less than two million dollars?

A. Yes.

Q. Have you had any appraisals?

A. No, we haven't had any outside appraisals on the plant. We know what it cost to build, and we have estimates of what things were.

Q. Who provided you with those estimates?

A. Well, we've done it internally. We have it done through our chemical engineer that came up with an estimate as to what he felt the construction would cost to build a comparable facility.

Q. That was a reproduction value then, what it would cost to reproduce your plant?

A. Yes, and since it's such a relatively new plant, I think the numbers were adequate.

Q. How many Directors of the corporation are there?

A. At the moment, I believe there are five Directors.

Q. Has that been true for the one year period prior to the filing of the bankruptcy petition?

A. Yes.

Q. Who are those five Directors?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

A. They would all be Wiseman family members.

Q. What are their first names?

MR. HARPER: Doug, you know, I can refer you to it, I believe that is the answer in Question 21 of the Statement of Financial Affairs.

MR. CAMPBELL: I don't believe it is.

MR. WYCOFF: I don't think it indicates who the Directors are.

MR. HARPER: Well, I believe that the Directors are, and correct me if I am wrong, Joseph and Ruth Wiseman, Eileen Fanburg, Robert Wiseman and Steven Wiseman.

THE WITNESS: Yes, I don't think that Derek Miller is a Director.

MR. HARPER: Derek Miller is referred to on the Schedule's Statement of Financial Affairs, Question 21, as a 5 percent stockholder. He is not a Director of Wiseman Oil Company.

BY MR. CAMPBELL:

Q. During the one-year period prior to the filing of

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

---

this bankruptcy petition, were meetings of the Directors convened; did you hold Directors' meetings?

A. Yes, there were some Directors' meetings.

Q. Were the records kept of those meetings?

A. To the extent that there were meetings, there are records kept of those meetings.

Q. Who kept the records; who was responsible for keeping the Minutes of the meetings? Who has possession of the Minutes of those meetings?

A. Well, the Minute Book, I suppose, would be in my custody. It would probably be at our offices.

Q. Do you recall whether Joseph and Ruth Wiseman attended those meetings?

A. Well, I would add that in a company owned by -- where the Directors are five family members, that those Directors' meetings may not be as formalized as one might attribute. And so, I don't think there is any formal recording in the sense that you're talking about.

Q. Now, whether they're formally or informally conducted, at what point did the Directors of this corporation first recognize its insolvency?

A. We began experiencing severe cash flow problems in

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

October of '81, and attempted to make some effort at that time to correct that situation.

Q. When was the filing of the voluntary bankruptcy petition first discussed among the Directors of the corporation?

A. I believe in November of '81.

MR. KARLOWITZ: You mean of '81, don't you?

THE WITNESS: Of '81.

BY MR. CAMPBELL:

Q. Did the company issue to its Directors during the year 1981 any financial statements recording the condition of the company?

A. Yes, we prepared internal statements monthly.

Q. Monthly?

A. Yes.

Q. Were those provided to the Directors of the company?

A. Yes.

Q. Do you still have copies of those monthly internal statements?

A. Yes.

Q. Who has possession of them?

A. Well, they would be in the corporate offices.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

Q. In whose office, who would have access to them?

A. Mr. Robosson would have access to them, I would have access to them, Susan Barnes, the Vice President of Finance, would have access to them. We had a review of our internal financials at six months by Main & Hurdman, who reviewed our internal statements at that time.

Q. Were those internal statements provided to each one of the Directors on a monthly basis?

A. Probably only to four of them.

Q. Which four?

A. Joseph and Ruth Wiseman, Steven and Robert.

MR. CAMPBELL: Mr. Harper, could you provide the Creditors' Committee with copies of those monthly statements?

MR. HARPER: We will check the records and see what is available on this.

BY MR. CAMPBELL:

Q. Now, Mr. Wiseman, you spoke of a source of $200,000 to $300,000 in new funds. Could you reveal to us who that source is?

A. Yes, that source would be a gentleman from Toronto, Canada, by the name of Samuel Sarick.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

Q What conditions has Mr. Sarick indicated he would require if he were to provide the $200,000 to $300,000 worth of new funds? Would he, for example, require collateral?

MR. HARPER: Maybe I can short circuit this a little. Samuel Sarick is not going to put up money directly; he doesn't have the assets to do that. He has agreed to guarantee a short term 12-month loan from the Bank of Montreal to Wiseman Oil Company for a one-month period in the amount of -- I mean, a one-year period in the amount of $200,000. We are requesting a super priority position under Section 364 of the Bankruptcy Code. We are currently in a negotiation stage as to the terms of the specific loan agreements. We have, however, received a commitment from the attorney for Mr. Sarick, whose name is Joe Cass. And I am making a representation to you today that he made to me on Friday of last week, that those funds are in fact available, and the only thing that remains to be worked out is the

FORM SEL.711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

loan documentation and presenting it to the Court for their approval.

MR. CAMPBELL: Where does Joe Cass practice? Is he in Toronto?

MR. HARPER: He is in Toronto, yes.

MR. SABLE: Without stating affirmatively or negatively, Equibank has not agreed to a subordinate.

MR. CAMPBELL: When you meant a super priority position, that is to say that you would place the Canadian Bank loan position ahead of Equibank?

MR. HARPER: Yes.

MR. SABLE: A proposal has been made to Equibank and Equibank -- I don't want to sit here and be mute on that and have people think that Equibank has agreed to it. I'm saying that Equibank has not said it does not agree to that.

MR. CAMPBELL: Or does agree.

MR. SABLE: I don't say that either.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

MR. CAMPBELL: I am asking you, Robert.

MR. HARPER: I didn't want to say that on the record, but our position is we will not comment, since I have not been correctly asked. We did have a meeting Friday where we brought it up with Equibank. I do request, though, that the people here today take my representations and not have one hundred phone calls to Joe Cass, as to asking him about the status of it.

Excuse me, we have to change the tape.

Doug, you may proceed.

MR. CAMPBELL: During the last couple of days, I have been served with several applications for Abandonment, and I haven't had an opportunity to discuss it with the company, Mr. Harper, but one is from Lamco, Inc., and it involves 12 railroad tank cars with a 23,500 gallon capacity each. Do you have any opposition to that application to abandon whatever leasehold interest the

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

debtor has in those cars?

MR. HARPER: No, we don't. In fact, I tried to call your offices last week relative to that, but you were out. John Horsman, who is the attorney for Lamco in Philadelphia, and I reviewed the matter in detail, and we find no equity in that lease. Moreover, we find that the lease is burdensome to the estate, and therefore, intending to abandon it. Similarly, with respect to a Chevy truck, you have received Notice from Mellon Bank. There is clearly no equity as the pleadings indicate in that, and also with respect to certain trucks for Three Rivers Trucking, which are certain vehicle identification numbers.

MR. CAMPBELL: There appears to be about six tractors, and about eight trailers?

MR. HARPER: Right, those are all leased. They were in various states of disrepair, I should say, and there is no equity in those leases because they are all month-to-month leases.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

MR. CAMPBELL: All right.

MR. HARPER: I would also add at this point, during the course of the next few weeks, there will be additional either Petitions for Abandonment or Petitions to Reject Unexpired Leases, and executory contracts to be filed, all of which we will confirm on what we have done on those matters

MR. CAMPBELL: As far as I know, the debtor has not filed any monthly operatin statements since the time the case was filed; is it your intention to prepare those statements?

MR. HARPER: Yes, it is.

MR. CAMPBELL: And when can we expect those?

MR. HARPER: I would expect that a monthly operating statement would be filed within 10 days to the end of this month, for the past three months. The reason involved here is, first of all, it was very difficult because we are cutting back a substantial number of expenses and therefore, to project

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

---

operations while we are in a curtailed phase was very difficult, so we wanted to make it a lump sum package, and then have additional financial statements once we get the $200,000 influx, which we anticipate within the next 30 days.

BY MR. CAMPBELL:

Q. Now, with regard to Mr. Sarick of Toronto, who is going to be the guarantor on a new credit to be extended to the debtor, will he be actually involved in the management of the debtor's business?

A. No.

Q. Will he be granted any -- what's in it for him?

A. Nothing.

MR. HARPER: Nothing.

MR. SABLE: Am I not correct, is he not a relative?

THE WITNESS: Yes, indirectly, he is a relative, yes.

MR. CAMPBELL: Well, what's a relative?

MR. SABLE: It's relative.

MR. HARPER: I should also point

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

out that the terms of our negotiations with Mr. Sarick we'll not be making since the funds are coming through the bank. Some of you may question whether or not there is a differential in interest. That is not the case, he is serving strictly as a guarantor for this loan. There is no benefit flowing to Mr. Sarick from this. I should also point out that he is in the real estate business, and has had no past experience, and intends in the future to have no relations either with Wiseman Oil Company or any business of this type.

MR. CAMPBELL: I take it then that the debtor intends to oppose the petition for appointment of a trustee that's been filed by Equibank?

MR. HARPER: Yes. Also, I should point out for the record that Equibank has filed a Petition for Relief From Stay. I believe that you were at the last preliminary hearing regarding that. We will also oppose that action.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

MR. CAMPBELL: When does the debtor contemplate the filing of a disclosure statement and a plan of reorganization?

THE WITNESS: Within the 120 day period from the time of the filing, if that's the correct answer. I mean, if that's the question he is asking.

MR. HARPER: I think the debtor is going to make every attempt to file a disclosure statement and plan as quickly as possible. With the new infusion of capital, we have done some projections, and this has already been testified to, we anticipate at the end of six months a $50,000 profit. We would hope at that time to be able to, one, determine what additional funds we can get and, two, what payment schedule we can work out with the creditors. So, I believe that before we file a plan, because we want to file a meaningful plan and one that has an opportunity for acceptance by the creditors, as well as providing the maximum benefit, that we will need to see how we are operating

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

---

during the course of the Chapter 11, with the switch to lube oil. We do have our projections, we do believe that they are accurate. We even believe our projections of actual revenues will be above those that are listed there. I believe at this stage, it's a little early to make a definitive date for the filing of the plan.

MR. CAMPBELL: Well then, would it be fair to state there can be no plan filed until you determine how successful your operations will be, and that we can expect no plan until the fall of this year?

MR. HARPER: I can't pinpoint the date when you're going to get a plan. We do have our projections. We can file a plan simply based on projections, but I don't think that that's in everybody's best interest. We do have the two month delay in starting up once we get the additional $200,000. I will represent to everyone here that the debtor, under the guidance of our law firm, will file a disclosure statement and a plan, and a

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-628-6313

Mr. Wiseman - by Mr. Campbell

---

meaningful one, at the earliest possible date. It is not the intent of this Chapter 11 to be a delay proceeding.

BY MR. CAMPBELL:

Q. Tell me how you arrived at the figure of $200,000 to $300,000 as the amount of new capital necessary for your plan of reorganization?

A. Well, we did a cash flow analysis, source and application of funds, and determined that particularly during months -- during the initial period when we wouldn't be buying any raw materials, most of the cash outlays would be going for the gearing up of the refinery, but $200,000 was more than adequate to gear up. We also have additionally to the cash, we have both from the supply side and the acquisition side, the selling side of our company, we have interest by a number of parties to throughput material that we would not be paying for. In essence, they would be buying the raw material, we would be processing it for them; in essence, giving us a substantially greater amount of working capital.

Q. With whom have you made those arrangements?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Campbell

A. Both -- well, one is Pittsburgh Penn Oil has indicated an interest. I might add, we have also had some discussion with Pennzoil concerning doing the same thing on lube materials. We have had discussions with Pennzoil to throughput material for them as well.

Q. You said you have made projections; do you have a copy of those projections?

A. Yes.

Q. Could you provide me a copy?

A. Certainly.

MR. CAMPBELL: I have no further questions.

MR. HARPER: Are there additional questions? Yes, the gentleman right there.

MR. ALLEGRETTI: My name is John Allegretti. My law firm represents the Western Pennsylvania Teamsters & Employers Pension Fund, and Western Pennsylvania Teamsters & Employers Welfare Fund. I have two or three questions here.

EXAMINATION

BY MR. ALLEGRETTI:

Q. First of all, getting to the point of acceptance or

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

rejection of executory contracts, I would like to know if the decision has been made whether the collective bargaining agreement with Local 273 of the Teamsters' Union will be accepted or rejected?

A. We have not made that decision.

Q. When can we expect some type of decision in this regard?

A. Well, let's say we are working on it, and it's certainly an inherent part of our overall plan, but I can't tell you when we can give you a decision.

MR. HARPER: What we anticipate is that the plant will be functioning again within a 90 day period, assuming we have no difficulty in getting the $200,000, and in getting it approved by the Court. So, I think at that time, we can be in a position to determine what our needs will be.

MR. ALLEGRETTI: And that will guide the employment or non-employment of Local 273 employees? Because you said something earlier about rejecting leases as to tractors and trailers.

MR. HARPER: We have not made a

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-8313

Mr. Wiseman - by Mr. Allegretti

---

decision with respect to employment contracts.

BY MR. ALLEGRETTI:

Q. Is it my understanding then that Wiseman will maintain as a debtor in possession, and oppose any attempt to have a trustee appointed?

A. Yes.

MR. ALLEGRETTI: I have no further questions.

MR. HARPER: Mr. Humphreys.

MR. HUMPHREYS: Yes, my name is David Humphreys, representing North Star Transfer.

EXAMINATION

BY MR. HUMPHREYS:

Q. Mr. Wiseman, my understanding is that you stated on direct that you expected this plantto start April 1st I believe Mr. Harper said about a two-month delay at one time, and now a 90 day delay. When do you expect to begin operating?

A. We expect to go into operations, and we could provide you with our statement of income. We are going to have a very modest operation April 1st, is what we are hoping for. We are thinking of spending the

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Humphreys

---

month of March gearing things up, getting ready to start. The month of April, we would be projecting relatively low revenues. Basically, what we're saying is we are not expecting any profits between months 3 and 4.

Q. That would be June, the month of June?

A. Let's see, April, May, June; I guess between June and July. Whatever moment in time we get -- as soon as the funds are made available and as soon as everything is cleared relative to basically with Equibank, we are estimating within three months of that time when we go in and rehabilitate the facility, or do the repairs we need, we'll start to generate some profits.

Q. Lubricating oil is a heavier oil than the fuel oil?

A. No, it's not really a heavier oil. It's basically that we're making the lubricating oil from the same, basically the same feedstock as we made the fuel oil. It's not heavier, it just sells for a great deal more money.

Q. You plan to use the present inventory then?

A. The present inventory we would plan to use primarily in the start-up for sale as fuel to meet initial

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

cash needs. We have a sale to Sharon Steel, to whom we think that the present inventory would go.

Q. That would be an inventory in bulk, as-is, where-is?

A. No, we would be processing that material. It does contain, typical of this type of feedstock, it's about 50 percent oil, 50 percent dirt and water, so we would have to run that through the refinery, which we'll be doing in the early part of the start up period.

Q. That would be during the April-May period?

A. We would start, hopefully, to bring that material in immediately. We would want to bring that material in and start processing it and getting the funds out of it, getting the cash out of the material.

Q. You stated you have approximately 600,000 gallons?

A. Gross gallons.

Q. Gross gallons?

A. Yes.

Q. At what rate would you plan to use that?

A. Well, depending on what we would be able to arrange with the landlord as to whether or not any heat is going to be required on one or two of the tanks, but given flowability of the material, we would hope

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Humphreys

---

to have that, all of the material out within a month's time. You have to understand that 600,000 gross gallons is about -- when we shut down would be about 25 percent of what it is that we were processing relative to fuel oil at the time of our shutdown. So, it's not a substantially large problem for us.

Q. You said within a month's time.

A. We would be able to remove --

Q. Is that within a month of April 1st?

A. We would attempt to remove the material from North Star as rapidly as we can. I know that one tank up there doesn't have a particular flow problem, and we would be able to remove that material within a couple of weeks. There is material in two other tanks, and given whether or not it needs any heat on those tanks, we would expect if there is no flow problem, we think we can remove all of the material and put it into our refinery within a 30 day period.

Q. Does that material have a market value where it sits?

A. I would say it has some market value. I wouldn't say it's a very high market value, because we are one of the few plants with the operating permits to

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-5313

---

be able to handle that much dirt and water. I assume it has some market value, yes.

Q. What market value would you estimate it has?

A. Well, I would estimate --

MR. HARPER: If you don't know, you don't know.

A. I would only be guessing. I really -- I know what we would be selling the material for, I know what the cost of that material is on our books.

BY MR. HUMPHREYS:

Q. What is the cost of that material on your books?

A. I believe it's about 50 cents a gallon.

Q. Have you made any determination with regard to acceptance or rejection of this lease with North Star?

A. Although we have not, obviously, since you are representing North Star, I can tell you we haven't negotiated anything. But it would be our intention to try working something without North Star, as to the disposition of that material, and then we would think we would disaffirm the leases.

Q. Is it your intention then not to use North Star as a storage terminal after you begin your new processing

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

of lubricating oil?

A. Yes, because we won't need that much storage, and we feel that we won't need river storage either.

MR. HUMPHREYS: Thank you.

MR. HARPER: Yes, sir, the gentleman in the back.

MR. HANCHARIK: Yes, sir, I have a question about a truck, a 1979 International

MR. HARPER: What is your name, sir, please.

MR. HANCHARIK: Mike Hancharik. I worked with Cardinal Waste Oil Company, and this is in regard to the sale of a truck of which I have made eighty-nine payments of $311.80, which comes to $27,686.12 which was picked up as an asset of Wiseman Oil Company, of which I paid my money to.

MR. HARPER: You would have to investigate title. Based on the information that we had, it indicates that the title to that truck would be in Wiseman Oil Company. We can further investigate to see if there is, in fact, a mistake on the schedules. I do not

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-828-6313

---

know the particulars as to that.

MR. HANCHARIK: The reason I am asking is I have to have that truck, because I am no longer in the waste oil collection, and I owe a balance of about $4,000 to Wiseman Oil Company, and I have to sell that truck so that I can pay Wiseman Oil Company.

MR. HARPER: I will represent to you that we will investigate with respect to that truck and get back to you. If you want to see me after the meeting, we can discuss this in more detail.

Yes, the gentleman in the back there.

MR. KARLYLE: I'm Bob Karlyle from Pennzoil Products Company.

EXAMINATION

BY MR. KARLYLE:

Q. You referred to Pennzoil and Pittsburgh Penn; in what sense did you refer to Pennzoil, as a possible supplier, or who did you talk to?

A. I had some preliminary discussions with Jerry Wilson in Houston, because I had talked -- who had been up

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

to Pittsburgh on some other matters. I had called him in Houston and wanted to see whether or not Pennzoil had any interest in participating in a direct fashion in the re-refining business, since they seemed to be getting interested in that area. He seemed to think that Pennzoil at this time didn't have any budget for capital expenditures, but we discussed the concept of, in a sense, purchasing raw materials and throughputting it for the -- because we had sent samples to Rousevilleof our finished products to see if they would fit into their -- they have a 200 second oil vat, apparently, that will be needed there. And we talked about whether or not they might be willing to supply -- if we went out and acquired raw materials, would they, could they take a position in the raw material throughput it, and then if they were saving a lot of money on the other side. There hasn't been any deal cut per se, but that's where it is.

MR. HARPER: Are there any other questions?

MR. ALLEGRETTI: Yes, I have one further question concerning the Local 273

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-5313

---

employees.

EXAMINATION

BY MR. ALLEGRETTI:

Q. Are there any teamster employees currently working at Wiseman Oil?

A. Yes.

Q. Could I have a list of the names.

A. Tom Phillips is working full-time in the plant. Emerson Evans, I believe, is on full-time as a driver, and then I guess on a seniority or on a call-out basis, other drivers are being called out as necessary to perform our service revenues.

MR. HARPER: Yes, sir.

MR. SPEYER: My name is Alex Speyer, North Star Coal Company. I would like to ask Mr. Wiseman a couple of things.

EXAMINATION

BY MR. SPEYER:

Q. One, he says he has no knowledge what the lube plant is worth. Now, as I understand from the information here, let me know, he has spent a sizable amount and I guess gotten a loan from Equibank to build this plant. Now, certainly we should have some idea

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

what he spent on the plant, not the existing -- maybe not the one that's started, but it should be easily enough ascertained what he spent on that.

A. Well, I thought that was answered earlier.

MR. HARPER: Well, would you like to repeat the cost figure?

A. Yes. We have, from our books, on a cost basis as reviewed by Main & Hurdman, our auditing firm, on a net basis after depreciation, a value of three and a half million dollars on the plant equipment itself.

BY MR. SPEYER:

Q. That isn't what we're talking about. As I understand it, you built a new plant or a substantial addition in the last two years, and that is one of the reasons why it's so difficult. I was interested in knowing what he actually spent on the new plant.

MR. HARPER: Are you referring to the lube plant here, sir?

MR. SPEYER: No, the new plant. In the last two years, as I understand, which may be in error, he expanded his plant, added substantially to his plant, and built a unique facility. Now, with that particular

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-628-6313

---

part of the expansion and new additions, he should be able to ascertain exactly what it cost.

A. Well, we have ascertained exactly what it costs. I don't think -- I think my answer is the answer to your question.

BY MR. SPEYER:

Q. Well, that's in the three and a half million?

A. There isn't another number, that's the total extent of the expansion.

Q. In other words, that's what you spent in the last two years?

A. Well, that's what we have spent since this project began with the initial borrowings from Equibank that occurred through '77, and '78.

Q. In other words, since '78 you spent three and a half million dollars?

A. Approximately, yes, yes.

Q. So therefore, the point I am trying to make is that if that is true, the plant is quite new and should be worth a substantial amount. The second thing is, he makes a representation here in court that the plant was built, but they didn't have enough money

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Speyer

---

to finish it, so if they could make it to produce lube oil, and now we're talking about restarting the plant and operating it on lube oil, making the product lube oil. If the plant -- either there's some discrepancy in these statements, as I see it, because if the plant can make lube oil now, it should have been able to make lube oil before. That's the only thing I wanted to say.

A. Well, there are two distinct parts of the operation. One is the fuel oil part, and one is the lube oil. The lube oil part is -- in a sense, you could look at the fuel oil part as being a pre-treatment facility for the lube oil section. When this plant was conceived, an engineering study was done in '76 and '77, which grossly underestimated the amount of capital that was necessary to build that facility. We also underestimated, for a number of reasons, including changes in the environmental regulations, which caused us to spend a great deal of money adjusting the facility to meet new standards of hydrocarbon level emissions, because we are within Allegheny County, which has very strict air pollution controls, and we ended up, in a very real sense,

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-8313

---

chasing our tail over the last four or five years, trying to get together enough money to finish that facility. The plant has never had the opportunity to do what it was supposed to do, and to be in full production of both fuel and lubricating oil. And that equipment really went into service finally in September and October of '81. We went into production of lubricating oil at relatively modest levels. We are projecting by month six, when we will be running around 200,000 gallons a month of lube oil, which is about 50 percent of its capacity. We did get the thing geared up, and have put out as much as the rate of $100,000 a month back in September and October, just prior to shutting the refinery down.

MR. HARPER: What is your estimated yearly capacity?

THE WITNESS: The estimated capacity of the total plant will be about 5,000,000,000 gallons a year of lubricating oil, and 24,000,000 gallons a year of fuel oil. Our projection for month six at half that capacity of lube oil, and only 8 percent of the fuel oil capacity will be giving

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-8313

Mr. Wiseman - by Mr. Speyer

---

profits in the range of $50,000 per month. When we get it up to full capacity, profits should be more than double that.

BY MR. SPEYER:

Q. Then the plant can produce lubricating oil?

A. Oh, yes.

Q. Without any further expense?

A. Yes. It has been in production to do that.

Q. But you cannot produce lube oil exclusively, you still have to produce fuel oil with it?

A. We don't have to, but there is an opportunity for us to. Since we have the capacity there, we have a market for fuel, there is no reason why we should not also develop that as a profit center.

MR. HARPER: Yes, sir.

MR. HULL: Don Hull, with J&L Steel.

EXAMINATION

BY MR. HULL:

Q. You say that you use the same feedstocks, basically, for both fuel oil and lube oil?

A. Yes.

Q. What is your largest source, is it local or Texas, or what?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Hull

A. We collected oil from everything from local gas stations to industrial facilities throughout. They were east of the Mississippi, we moved material by barge from the Gulf on occasions, we moved material we had trucks operating on the streets in Pittsburgh. We had contracts with people from Toronto to Knoxville, Tennessee, that would supply us by trucks. It came from a great variety of sources.

Q. Did you buy some of that by barges, then?

A. We purchased material by barge, yes.

Q. The material that you have processed since, I guess since you shut down, you said you made some collections and processed some. Have you sold all of that, or do you have that processed?

A. The only sales of oil that we have had since the filing have been some finished lube oil that we had in inventory at that time. That was processed prior to the filing.

Q. So, you have no finished lube oil now?

A. No. We sold it off as we needed cash.

Q. How about fuel oil?

A. We have a small amount of finished fuel oil at the refinery right now.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-5313

Mr. Wiseman - by Mr. Hull

Q. You indicated in your schedules that, I think, your inventory was $287,000. Is that all feedstock?

A. That schedule -- yes, that was all primarily feedstock, but that schedule is as of November 16th, so that number is high as of the current moment. That's when that inventory was taken, because materials were sold from November 16th until around the middle of December.

Q. Now what do you think it is?

A. At cost, about $150,000.

Q. You said that you have a source, or you have a customer, and you mentioned Sharon, for something like 8 percent of your capacity in fuel oil. Are you planning on running at 8 percent capacity because you have a customer, or because that fits in well with the percentage capacity for lube oil?

A. No. What our plan is, we found ourselves -- we got so heavily involved in the fuel oil business because of our relationship with J&L Steel, and because of their ever growing needs at that time for comsumption of waste oil, which they could fire in their particular boiler, and as a result of that, we would have to go out into an incredibly large geographical

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

area to obtain raw materials. As you went out further and further, you start finding, as does everybody, that your freight costs begin to increase substantially. Therefore, your average cost of raw material keeps going up, which was making the fuel oil business relatively unattractive because the residual fuel oil market has not been particularly good for a long time, and the margins just were not there as you start to approach higher volumes.

Q. Will that take a cash flow, or will that take a working capital investment to service the Sharon account like it would J&L, or somebody else?

A. No, because we're not planning on -- all we're projecting initially is, in our projection, we're not going to be putting out -- we're going to be putting out less than 200,000 gallons a month of fuel oil, as opposed to when we were putting into J&L, let's say, I think we had gotten as high as about 1 million 7 per month. When you're involved in putting out only a couple hundred thousand gallons a month of fuel oil, our costs are going to be much, much, much lower, because those materials are basically going to be available locally, so you don't have

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-0313

Mr. Wiseman - by Mr. Hull

---

the freight costs involved that we had when I was trucking material in from Knoxville, Tennessee, for instance.

Q. It's not going to be a throughput arrangement then?

A. On the fuel oil, probably not. There are some people that have talked to us about throughputting material on fuel oil. That may occur, or may not occur, but we're not planning on focusing very heavily on fuel oil.

Q. You recall that Wiseman entered into a contract last summer between Wiseman and J&L regarding throughput of -- I forget what you call the raw feedstock, but there is 700,000 gallons, as I recall, still sitting there with a contractual commitment for you to put it through at, I think, a throughput profit to you of 17 cents per gallon. Of course, there is no investment, I guess that's all stricly labor and equipment. But do you have plans to go ahead and consummate that contract?

MR. HARPER: If I can address that, we are currently in the process, as counsel for Wiseman Oil, for reviewing that contract, and all other aspects of the

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Hull

---

transaction between Wiseman and J&L, in forming a decision with respect to all items.

MR. HULL: What's your firm, I didn't catch that.

MR. HARPER: Berkman, Ruslander, Pohl, Lieber & Engel.

MR. HULL: I would like to talk to you, I'm Don Hull.

MR. HARPER: Fine, as you can see, there are other people.

Yes, sir, you have had your hand up for some time.

MR. SELL: My name is Jack Sell, and I'm the owner of Sell Lumber Company.

EXAMINATION

BY MR. SELL:

Q I would like to ask Robert, it seems to me that all of your plans are contingent on getting this loan --

A Yes.

Q (Continuing) -- from Toronto. And Equibank has said they are not going to release their position.

A Yes.

Q What are your plans if you don't get the loan?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sell

A. Well, let's say the funds have been committed. Obviously, there is a difference if we can't resolve- I guess the only thing I can say is, if we can't resolve the issue with Equibank on an agreement basis, I suppose the Court is going to determine whether or not this reorganization is going to be allowed or not, because it obviously needs funds to do such.

MR. HARPER: We are in need of capital to start up operations, but in addition to the $220,000 as Robert testified to earlier, there is approximately $50,000 to $100,000 of other committed funds from people who are out there. Part of the problem is to get the plant going, and a number of other lenders or potential investors have agreed once they have a going operation, to put some more money into the plant. Moreover, we have had a number of customers who have agreed, I don't know whether you call it the throughput system, but have agreed to purchase the feedstock for lube oil and really pay Wiseman the cost of processing it; strictly,

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sell

---

you know, your labor costs plus profit, which will enable us to gear up. Right now, we are optimistic as to the $200,000 commitment. We should say that the determination as to whether or not Equibank will go one way or another with respect to this, is not the final determination. Regardless of what their position, we have an opportunity to present that fresh advance to the Court, and the Court can, after Notice in a hearing, authorize us to receive those funds. So, I believe it's a little early to reach a decision with respect to that, although we are very hopeful.

A. It really seems -- I think it should be clear to everyone that it's in everyone's best interest to have that refinery running. It has the ability to make substantial profits, and with it running, its asset value certainly is increased, and that all parties would be benefited by that happening. So, that's what I think is the spirit of the Chapter 11 under the Bankruptcy Act, and I think according to -- in other words, what it was intended for, and we are attempting to do that. We are attempting to put

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sell

---

fresh capital into the company, we are attempting to see that the company makes money, and we're going to attempt to see that creditors can get back dollars that have gone in.

MR. HARPER: Are there any other questions?

MR. HULL: Bob, I have two more. I wasn't quite through before.

MR. HARPER: I'm sorry, I didn't mean to do that. I apologize. Please continue.

MR. HULL: Don Hull with J&L Steel.

EXAMINATION

BY MR. HULL:

Q Out of the inventory that has been left at J&L, of the oil that was under the throughput agreement, you have pulled some 6 or 700,000 gallons of the raw feedstock already, and we have only received like 100,000 gallons. Isn't it possible that what you have in inventory right now is to J&L oil?

MR. HARPER: He said we are right now --

MR. HULL: Bob, I would like to ask

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Hull

---

him. He is the witness, isn't he?

MR. HARPER: You may ask him the question.

A. Sure. I think that's a very -- I think that's a very -- if we get into that question -- I mean, we can try to answer it, but I think we'll be determining between us what the relationship is between J&L and Wiseman in this entire transaction, and I think there are a lot of parts, there are a lot more parts than I think that we want to discuss here. It's unclear to me what the contractual arrangement is between Wiseman and J&L. I know what the transaction was supposed to be.

BY MR. HULL:

Q. Bob, do you know where that oil came from that's now in inventory?

A. Certainly.

Q. Did it come from J&L?

A. Are you talking about the material that's out at South Side?

Q. No, that's in your $150,000 you testified was now in inventory.

A. Well, it comes from a number of places. It's possible

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

that some of that raw material, some of it came from Armco Steel in Middletown, some of it may be at North Star Terminal. But there is no direct relationship between those materials, or where the raw material came from, and what tank it went into. They are basically all co-mingled products from the standpoint of, whatever we purchase, raw materials would go into; let's say, the North Star Terminal.

Q. I understand that, Bob, but my question is: J&L oil is not purchased as a conversion contract, it's a throughput, and the oil that you now have in your storage, is it possible that some of that is J&L oil?

A. Well, I guess I really don't want to discuss that as an issue here. I think that's something that we'll all have to get together and work out.

MR. HARPER: I don't mean to cut you off, but I have a dual role, I am counsel for the debtor, but I am also the presiding officer here. It's clear that there is a dispute between Wiseman and J&L.

MR. HULL: It's a simple question, Bob.

MR. HARPER: And I think that the

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

dispute is best resolved outside the general purview of the First Meeting of Creditors. So, as presiding officer, I would suggest that you move on.

MR. HULL: I will reserve the question for the adjourning meeting.

MR. HARPER: This gentleman has been very patient here.

MR. WYCOFF: Bill Wycoff, representing Mobile Oil.

My first question is, Mr. Harper, do you know what has been done about the debt that is owed of over $400,000 to Mr. Wiseman, Sr.; has that been set aside or subordinated, or anything?

MR. HARPER: As far as I know, nothing has been done with respect to that debt.

MR. WYCOFF: Is that part of your plan, or been involved in negotiations with the bank in Montreal as to what will happen to that?

MR. HARPER: No, that is not going

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-528-8313

---

to be a part. I can say right now the major emphasis at Wiseman Oil Company, in order to advance the interest of all its creditors is, one, to try and cut out whatever items that they don't need, and trim the operating budget, which Mr. Robosson, if I may say so, has done a good job with, and second of all, to arrange this financing. Once we get that done, we will be able to take a better look at some of the items that are involved.

MR. CAMPBELL: Let me just state that the Creditors Committee will be taking the appropriate steps to properly classify that.

EXAMINATION

BY MR. WYCOFF:

Q. Within the year prior to the filing of the petition, were there any payments made by Wiseman Oil to any other company that your shareholders or directors were also involved in?

A. No.

Q. Does your company have any relationship to American Tallow?

FORM SEL-711 REPORTERS PAPER & MFG CO. 800-626-6313

A. Well, yes. Well, American Tallow was a corporation, an entirely different business that was owned by Joe Wiseman.

Q. Have any payments been made to American Tallow within the year prior to the petition?

A. No, I don't believe so.

MR. HARPER: All payments that were made were listed in here in terms of installment payments. I don't believe any other payments were made, but I can't say for certain. Also, I am not sure -- I am not the attorney for Joseph Wiseman, but I am not sure whether or not he, in fact, still owns American Tallow.

BY MR. WYCOFF:

Q. Were there any other loan agreements though that you had, either Wiseman Oil had with other companies that were owned by shareholders?

A. No, none.

MR. WYCOFF: That's all.

EXAMINATION

BY MR. SELL:

Q. Robert, in regard to the money that is owed my

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sell

---

company by Wiseman Oil, it's my understanding that material was sold for use for office remodeling?

A. Yes.

Q. And you mentioned an office building that's on your property that's owned by your father?

A. Yes.

Q. Is that where the material went?

A. Yes. Joe Wiseman owned all of the property where Wiseman Oil and American Tallow, at one time in its operations, had its equipment. And we have negotiated, and these are net leases, Joe Wiseman not providing any services to the corporation. And the leases were negotiated for, for instance, that office I guess for a five-year period. I'm not sure if the one in particular -- there were actually two, there were two different office buildings. One is under -- one was being negotiated. It's connected to the bank as well that has an interest in that property as being a contingent part of the plant. But the leases were long term, and we hopefully will be able to honor those leases, and they are all, I guess, renewable by the company at their option.

Q. Since your father owns the office building, are we

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

charging the material incorrectly, should it be charged to him rather than your company?

A. No, they were net leases, and any improvements would have been made by the corporation, they weren't his responsibility to make. This is something the corporation decided, and it was not something that Joe -- the decision, it was not a decision that Joe Wiseman participated in either, as to whether or not such an office would be remodeled, or such.

MR. HARPER: Mr. Sable.

EXAMINATION

BY MR. SABLE:

Q. Yes. During 1981, how much did Wiseman Oil expend, either by payment or by incurring a liability for capital improvements?

A. Well, I don't have my financial statement with me.

Q. Well, would you say it was in excess of a million dollars?

A. Yes.

Q. In 1981?

A. Yes. Now, let me -- you're referring, I don't know which -- we have a large construction and progress account.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

Q. Yes.

A. Okay, which as of around the end of September, there was probably close to a million dollars alone in the construction and progress account at that time, which all went on to the company's books at that time when the plant went into operation.

Q. Let me get to the point of what I am saying. In the Main & Hurdman statement of December 31, 1980.

A. 1980, yes.

Q. They showed construction and progress of $739,000?

A. Yes.

Q. After that date, how much additional capital improvement was done to the plant?

A. Well, I guess, I would take a guess, because as I recall, off the top of my head, because I don't have a November financial here, that the construction and progress account went to about a million, three from that time, and all of that was subsequently transferred onto the capital asset account.

Q. So that in 1981, there would have been an additional $600,000 improvement?

A. Off the top of my head, yes, I think so.

Q. Now, the Main & Hurdman statement. Well, let me

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

read it, I don't see any point in introducing these as exhibits here. The Main & Hurdman statement of December 31, 1980. I am showing you Page 8.

MR. HARPER: Excuse me a moment, I have to change the tape.

I see it's getting near to lunch hour. I just ask before I start, if there are many more creditors who anticipate asking questions. I believe we can just wind it up without going for a break at this point. Is it agreeable to everyone?

MR. SABLE: Yes, I only have three or four more questions.

MR. HARPER: You may proceed.

BY MR. SABLE:

Q You have the document of December 31?

A Yes, and June 30th.

Q I have not seen June 30th. I am looking at the document marked December 31, of '80, and on Page 8.

A Yes.

Q That statement shows Property, Plant and Equipment consisting of buildings and improvements, $610,000, Storage and Treatment Facilities, $175,000 -- I'm

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

---

rounding these numbers -- Plant Material and Office Equipment at $1,579,000?

A. Yes.

Q. And Transportation Equipment of $574,000 for a total of Property, Plant and Equipment of $2,938,000. If we deduct the 574, which was the Construction Equipment, or Transportation Equipment, that gives us a gross in Plant and Equipment before Construction and Progress of roughly $2,250,000?

A. All right.

Q. And from that, we add the Construction and Progress, which is $739,000 at that point?

A. Yes.

Q. Which gets us up to about $3,000,000?

A. Yes.

Q. And to that, we add the construction after that?

A. Correct.

Q. Which would be, you said, about another $600,000?

A. Yes.

Q. Which gets us up to about 3.6?

A. Yes.

Q. And from that, we have some depreciation, or if we add that additional $600,000, we get up to roughly

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

4 million 2?

A. Let me get a copy.

Q. What I am saying is, you have total assets here of $3,678,000 of Plant, Property and Equipment at December 31, '80?

A. Yes.

Q. If we add $600,000 for what was added after that, would that bring us up to 4 million 2?

A. Yes.

Q. Then, we deduct the Transporation Equipment?

A. If you like.

Q. Well, that's not part of the property?

A. It's part of the assets of the corporation.

Q. But we're talking about the plant.

A. Okay, yes.

Q. And that gets us down to about 3 million 5, and then you take depreciation off of that; is that correct?

MR. HARPER: I think that number, if I am not mistaken, I have not had a chance to look at that, but is that not less depreciation already?

THE WITNESS: His number is low.

BY MR. SABLE:

Q. I'm trying to figure out what the book value is.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

A. I can't tell from this whether or not that's prior to depreciation or not. Bob, can you?

MR. HARPER: Mr. Robosson, could you address that question?

Mr. Robosson is now the present Chief Operating Officer of Wiseman Oil Company

MR. ROBOSSON: The gross property, plant and equipment at cost as of November 30th, 1981, was $4,971,000. After depreciation the net book value was $3,989,000.

A. Less trucks of about 4 or $500,000 is where we came to the number of three and a half million that's in the schedules.

BY MR. SABLE:

Q. That went up then by $1,300,000 from December 31, 1980, to November 30th, '81?

A. Yes.

MR. HARPER: Did that not represent the increased cost in finally constructing the lube oil plant?

THE WITNESS: It's the actual capital construction at cost on our books.

MR. HARPER: Are there any other

FORM SEL 711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Sable

---

questions?

MR. SABLE: I have one more question.

BY MR. SABLE:

Q. How much inventory do you have that is not at North Star?

A. We have -- I can tell you almost -- there is about 50,000 gallons of oil, net oil content at the refinery in Coraopolis.

Q. What form is that in?

A. It's in the form of about 65,000 gallons of oil and water, and of that, 15,000 is water, and 50,000 is oil.

Q. But it's not processed, is my question. Is there any processed oil?

A. There is no finished oil at the facility at this time.

Q. What is the storage capacity at Coraopolis?

A. Approximately 2,000,000 gallons.

Q. So, you could move everything from North Star to there?

A. Yes.

MR. SABLE: I have no further

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

questions.

EXAMINATION

BY MR. STEPANIAN:

Q. I have one other question. We had a meeting once and you indicated to me, Mr. Harper, there was some problems outstanding with the D.E.R. You didn't quite know specifically what those problems were. Does Mr. Wiseman have more information about what the status of the company's dealings are?

A. Yes, yes. I guess primarily because of the cutback in our staff since the filing, and of the various problems, cash flow problems that we were having during the early fall, we were falling behind on the filing of forms necessary to stay within compliance of our permit. The D.E.R. sent us a letter saying that we were behind in such forms, and about 90 percent of that material requested has already been submitted to them, and the relationship seems to be fine with the State at this time.

Q. Well, I had the idea that some sort of significant capital investment would have to be made by the company in order to come into compliance with the environmental regulations; is there any truth to that?

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Stepanian

A. No. Well, the way you're asking the question, no. The plant operates under a Consent Order to discharg into the Montour Run, a tributory of the Ohio River. We have fulfilled our obligations under the Consent Order, which the last part of it was to file a Part 2 Permit, which is the submission of plans for a proposed water treatment plant to bring the plant into compliance. It has been up to the State for some time, and we have no estimates as to when it is that they will get around to approving that plan. But when and if they do approve that plan, it becomes incumbent upon us to bring the plant into compliance. But I have no dates on that whatsoever. But we are in complete compliance with the State as far as our permit applications.

MR. HARPER: Yes, sir.

MR. SPEYER: Alex Speyer, North Star.

EXAMINATION

BY MR. SPEYER:

Q. You're saying that if when they decide, that you will have to build a water treatment plant?

A. We have to -- the permiting procedure goes as follows:

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Speyer

It is a Part 1 Permit. That's basically a kind of preliminary document. When they approve that, the Part 2 Permit, you have to give them the plans and the engineering data for the method by which you will bring the plant to discharge into the parameters the discharge parameters that they have proposed. We have submitted the Part 2 Permit with those plans, and that went in several months ago. As of yet, the State has not responded to those plans. When they do, and we don't know when that is, since there is no time frame set up within the Consent Order, when they do, we'll have to build -- we'll have a time frame in which we will have to build the plant to bring the plant into compliance. There should be -- there are funds available. There are some Federal funds available for projects such as that, and we would hope at low interest rates, and we would hope to be able to obtain those at that time.

Q. What will the plant cost, as you currently submitted it?

A. When those plans were submitted, and which plans show that plant running, discharging at its maximum

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

possible capacities, which are really above the levels that we have been talking about here, estimates run between $500,000 to $750,000. Whether or not we will contemplate revising those plans, scaling them downward because of perhaps initially lower operating levels, we haven't determined yet.

Q One more question. What is your yield? You take that 600,000 gallons at North Star. What do you get as fuel oil, and what do you get as lube oil?

A It wouldn't -- it's not done that way. We're not running a fractionation process or something of that sort wherein you would -- basically, the same raw material could be made into either. We aren't taking one, as you would do in a, let's say, the traditional distillation process, splitting off fractions of gasoline and the lube oil cut in the middle and the heavy fuel oil at the bottom. Most of our raw material is lubricating oil to begin with, is waste lubricating oil, whether it's from gas stations or what have you, so that all that material is obviously burnable as a fuel. It's whether or not we would choose to run that as a -- but we would take that same material, and run it as a lubricating

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Speyer

---

oil is what we intended to do.

MR. HARPER: Are there any further questions?

EXAMINATION

BY MR. HULL:

Q. What is your security to Equibank, what do they have

A. They have a lien on --

MR. SABLE: Let me answer the question in a non commital manner. Equibank claims, and there may be some dispute, they secured an interest in virtually all of the assets.

MR. HULL: That would be accounts receivable and inventory?

MR. SABLE: Including accounts receivable, inventory, furniture, fixtures and equipment.

BY MR. HULL:

Q. Does Western Oil have any collateral?

A. Western Oil? I don't know who they are.

Q. Excuse me, Reserve Oil?

A. No.

MR. STEPANIAN: I'm Steven Stepanian, and I represent Reserve Petroleum

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Wagner

Company, and Reserve does claim it has a secured interest in certain inventories.

MR. HARPER: Yes, sir.

MR. WAGNER: Jim Wagner, James Wagner's son.

EXAMINATION

BY MR. WAGNER:

Q. My question is, you are running now on an Interim D.E.R. Discharge Permit?

A. Yes.

Q. You have submitted a contingency plan, and it's not been approved by the D.E.R.?

A. Correct.

Q. That's my question, you gave the answer; it's a contingency plan.

A. Well, it's not -- no, there is a Consent Order, and I would guess that almost anybody at any moment in time when those events happened, let's say within the past number of years, no one is in compliance. So, I think it's common for Consent Orders to be issued, and it's not a contingency plan. We have submitted a Permit Application to them to bring the plant into compliance.

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Wagner

Q. But you had to put a contingency plan in with your Permit Application?

A. Yes.

Q. And there has been no action on that by D.E.R.?

A. There has been no action by the D.E.R., correct.

Q. Then we can assume that when the D.E.R. comes back, you are definitely going to have to build this plant?

A. That is what the terms of the Consent Order are, yes.

Q. Now, I have one more question, and I know that it is out of line. Maybe I don't have any reason to bring it up, and possibly there is no one else in this room interested in it, but I was very much intereste in the gentleman from J&L here, and what he was having to say, and I'm not just at all satisfied, I don't know whether we should all have the answer, or just a few of us should have the answer to his question. I just don't -- I just take exception to the way that discussion was terminated. I really have a very small interest, and I assume that J&L has a far greater interest in mind, but I am just not at all happy with the way that was terminat

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

Mr. Wiseman - by Mr. Wagner

And if I am out of line, I stand corrected, but I don't think I am.

MR. HARPER: You are entitled to voice your opinion, but this is a First Meeting of Creditors for purposes of examining the debtor. There is a possible dispute between the two parties, J&L and Wiseman Oil Company regarding past transactions and the legal dealings between each other which may or may not be a subject of certain litigation. And at this stage in time, it would be improper for the debtor to comment on what position it is going to take with respect to its claim against J&L. That is for the benefit of all creditors. So, therefore, as presiding officer, I instruct that that line of questioning be stopped, since it is in specific dispute.

MR. WAGNER: But wouldn't that have a bearing on all of these proceedings, wouldn't these proceedings be -- aren't they kind of a farce without that information?

MR. HARPER: I don't believe so,

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

and that information is public, anyway. As presiding officer, I have made a determination not to pursue that. If you wish to contest my decision, you are free to do so.

MR. WAGNER: No, no, it's just a comment, I just didn't think that that was --

MR. HARPER: Seeing no further questions --

MS. GILTENBOTH: Sorry, Bob, Judy Giltenboth from the U. S. Attorney's Office.

EXAMINATION

BY MS. GILTENBOTH:

Q. Mr. Wiseman, have you examined the Schedule of the Unsecured Creditors' debts?

A. Yes.

Q. Is it your testimony today that all of those debts are corporate debts, and none of them represent personal debts of any members of the Wiseman family, or any members of the Board of Directors?

A. Yes.

MS. GILTENBOTH: Thank you.

MR. HARPER: Seeing no further

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-626-6313

---

questions, at this time I will close the First Meeting of Creditors.

(Thereupon, the within proceedings were concluded at 11:54 A.M.)

* * * * *

FORM SEL-711 REPORTERS PAPER & MFG. CO. 800-628-6313

R E P O R T E R ' S C E R T I F I C A T E

Aul, Karlovits & Fulesday, Inc., hereby certifies that: (A) The foregoing pages represent an accurate complete transcription of the entire record of the proceeding before the United States Bankruptcy Court, the Hon. Joseph L. Cosetti, J., Presiding, in the aforementioned proceeding, and (B) these pages constitute the/a

of the proceeding.

BY:

Title:

AUL, KARLOVITS & FULESDAY, INC.
Registered Professional Reporters
Computerized Reporting
Pittsburgh, Pa. (412) 261-2323

LAW OFFICES
LAMPL, SABLE & MAKOROFF
SUITE 3000
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3088
(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

RECEIVED
APR 21 1982
EQUIBANK
Loan Adj.

April 20, 1982

EQUIBANK
Two Oliver Plaza
Commercial Loan Adj. Dept.
13th Floor
Pittsburgh, PA 15222

Att: William M. Densmore, Vice Pres.

In re: JOSEPH & RUTH WISEMAN

Dear Bill:

Enclosed is a copy of a Motion to Open or Strike Judgment filed on behalf of Joseph and Ruth Wiseman. This will be presented in Common Pleas Court on April 26, 1982. We intend to appear and argue against the entry of a Rule to Open Judgment.

If you have any questions, please call me.

Very truly yours,

LAMPL, SABLE & MAKOROFF

Robert G. Sable

Robert G. Sable

RGS/gp

Enclosure

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

EQUIBANK,	CIVIL DIVISION
Plaintiff	No. G.D. 82-04455
vs.	Issue Number
JOSEPH WISEMAN and RUTH WISEMAN, His Wife,	DEFENDANTS' PETITION TO STRIKE OR TO OPEN JUDGMENT
Defendants	Code
	Filed on Behalf of JOSEPH WISEMAN and RUTH WISEMAN, Defendants
	Counsel of Record for this party:
	William M. Hoffman, Esquire Pa. I.D. #01240
	Patrick H. Autry, Esquire Pa. I.D. #34604
	BERKMAN RUSLANDER POHL LIEBER & ENGEL 20th Floor, Frick Building Pittsburgh, Pennsylvania 15219
	(412) 392-2000

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CIVIL DIVISION

EQUIBANK,	)	
Plaintiff	)	
vs.	)	No. G. D. 82-04455
JOSEPH WISEMAN and RUTH WISEMAN, His Wife,	)	
Defendants	)	

DEFENDANTS' PETITION TO STRIKE OR TO OPEN JUDGMENT

AND NOW COME Defendants Joseph Wiseman and Ruth Wiseman (collectively "the Wisemans"), by their undersigned attorneys, and file this Defendants' Petition to Strike or to Open Judgment for the following reasons:

1) Plaintiff, Equibank, is a Pennsylvania corporation with its principal place of business at Two Oliver Plaza, Pittsburgh, Pennsylvania, 15222.

2) Defendants, the Wisemans, are individuals residing at 538 North Neville Street, Pittsburgh, Pennsylvania, 15213.

3) Equibank filed a Complaint in Confession of Judgment in the Court of Common Pleas of Allegheny County, Pennsylvania, on February 26, 1982, at G.D. 82-04455 and commenced execution proceedings against the Wisemans on March 2, 1982, at the same number. A copy of the Complaint in Confession of Judgment is attached hereto as Exhibit "A".

4) Judgment was entered under a warrant of authority contained in a Mortgage Note from Joseph Wiseman and Ruth Wiseman to Equibank, N.A., dated March 21, 1979, and attached hereto as Exhibit "B". Said Mortgage Note accompanied a Mortgage of the same date, which is attached hereto as Exhibit "C".

5) Pursuant to the terms of the Mortgage Note, the Wisemans promised to pay to Equibank the sum of $1,700,000.00 upon default by Wiseman Oil Company, Inc., on its obligations to Equibank, with liability to be limited to the recovery of real estate described in the Mortgage.

6) Wiseman Oil Company, Inc., is in Chapter 11 Bankruptcy proceedings in the United States Bankruptcy Court for the Western District of Pennsylvania, and Equibank has an action now pending against the company in that proceeding for payment of the obligations of Wiseman Oil Company, Inc., to Equibank.

7) As appears from the documents attached as exhibits to this Petition, the judgment entered in the within proceeding against the Wisemans was improper, invalid, and must therefore be stricken for the following reasons:

(a) By the express terms of the Mortgage Note, the Wiseman's obligation becomes effective only "upon default by Wiseman Oil Company, Inc., on its obligations to Equibank, N.A." and Equibank did not allege any incident of default in its Complaint in Confession of Judgment.

(b) By the express terms of the Mortgage Note, the note is effective only "so long as any sums are due to Equibank by Wiseman Oil Company," and Equibank did not allege that any sums are due to Equibank by Wiseman Oil Company in its Complaint in Confession of Judgment.

(c) Pa. R. Civ. P. 2952(e) requires that a complaint in confession of judgment shall contain "an averment of the default or of the occurrence of the condition precedent" where such is required by the instrument upon which confession is based.

(d) Equibank has failed to aver default or the occurrence of a condition precedent as required by the terms of the instrument.

8) In the alternative, the judgment should be opened and the Wisemans let into a defense on the merits in this proceeding, for the following reasons:

BPDR 0005836

ORIGINAL
(Red)

(a) There exists no consideration between the Wisemans and Equibank for the Mortgage Note, and that due to this, there exists no basis upon which a confession of judgment can be obtained.

(b) Equibank has not yet exhausted its remedies against Wiseman Oil Company, Inc., and it would be inequitable and unjust under the circumstances to permit recovery against the Wisemans.

WHEREFORE, pursuant to Pa. R. Civ. P. 2959, Defendants respectfully request this Honorable Court to grant a rule upon Plaintiff to show cause why the judgment entered in the within entitled cause should not be stricken off or, in the alternative, opened, and the Defendants let into a defense or defenses; meanwhile all proceedings to be stayed including without limitation proceedings at Execution GD 81-04455 in the Court of Common Pleas of Allegheny County, Pennsylvania.

BERKMAN RUSLANDER POHL LIEBER & ENGEL

By _____
William M. Hoffman
Patrick H. Autry
Attorneys for Defendants, JOSEPH WISEMAN and RUTH WISEMAN, his wife

BPDR 0005837

ORIGINAL (Red)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

EQUIBANK,

Plaintiff,

vs.

JOSEPH WISEMAN AND
RUTH WISEMAN, HIS WIFE,

Defendants.

CIVIL DIVISION

No. GD: 6032-04455

Issue No.:

Code No.:

COMPLAINT IN CONFESSION
OF JUDGMENT

Filed on behalf of Equibank,
Plaintiff

Counsel of record for this
party:

Robert G. Sable, Esq.
PA I.D. No. 00984

LAMPL, SABLE & MAKOROFF
Firm No. 363
710 Fifth Avenue
Suite 3000
Pittsburgh, PA 15219
(412) 471-4996

COUNSEL FOR EQUIBANK

EXHIBIT "A"

ORIGINAL
(Red)

In the Court of Common Pleas of ALLEGHENY County, Pa.

CIVIL DIVISION

EQUIBANK,

versus *Plaintiff(s)*

JOSEPH WISEMAN AND
RUTH WISEMAN, HIS WIFE,

Defendant(s)

No. GD32-04455 *19*

COMPLAINT IN CONFESSION OF JUDGMENT

1. (a) The Plaintiff(s) and the last known address(es) thereof are: Two Oliver Plaza, Pittsburgh, Pennsylvania 15222.

(b) The Defendant(s) and the last known address(es) thereof are: Joseph Wiseman and Ruth Wiseman, his wife, 538 North Neville Street, Pittsburgh, Pennsylvania 15213.

2. (a) The original instrument, (or photostatic copy or like reproduction showing signature(s) of the Defendant(s), which is a true and correct reproduction of the original) is attached hereto, marked as Exhibit "A", and is fully incorporated herein by reference thereto.*

~~(b) If none of the above is available, state the reasons thereof as follows:~~

*3. There has been no assignment or transfer of the instrument, (except as follows:)** None

*4. Judgment has not been entered on the instrument in any jurisdiction, (except as follows:)** None

*5. The Plaintiff(s) aver(s): *(a) The instrument authorizes the entry of Judgment without default thereon or the occurrence of a condition precedent; or, * ~~(b) Default has occurred as follows:~~*

* STRIKE OUT INAPPLICABLE PORTIONS ON BOTH SIDES

No. 122 – Declaration on Judgment
© 1980

P. O. NALY CO., 427 Fourth Avenue, Pittsburgh, Pa. 15219

BPDR 0005839

• Attach instrument or reproduction here •

6. *The itemization of the amount due is as follows:*

*(Principal) * ~~(Penal)~~ Sum	$ 1,700,000.00
Other Authorized Items (Specify):	
_____	$
* *Interest from* _____ *to* _____	$
* *Attorney Fees (* 5%)	$ 85,000.00
Total	$ 1,785,000.00

and brings said instrument into court to recover the said sum.

7. *Said Instrument and Warrant was executed by the Defendant(s) on the* 21st *day of* March *, 19* 79 *, at* Pittsburgh, Pennsylvania

Wherefore, the Plaintiff(s) as authorized by the warrant of attorney contained in the instrument demand(s) judgment against the Defendant(s) in the total sum of $ 1,785,000.00 *, under and pursuant to the terms of said Instrument, attached hereto as Exhibit "A".*

Attorney(s) for Plaintiff(s)
ROBERT G. SABLE, ESQ.

AFFIDAVIT

Commonwealth of Pennsylvania
County of ALLEGHENY } **ss.**

PERSONALLY BEFORE ME, the undersigned authority, appeared H.P. PERNISEK, SENIOR VICE PRESIDENT OF EQUIBANK

who being duly sworn according to law, deposes and says that

and that the averments contained in the foregoing Complaint are true and correct upon affiant's personal knowledge as to a part and upon information and belief as to the remainder; and certifies that the addresses set forth in Paragraph One thereof are the respective precise residence address(es) of the Plaintiff(s) and the last known address(es) of the Defendant(s).

H.P. PERNISEK, SENIOR VICE PRESIDENT

SUBSCRIBED AND SWORN TO before me, this 28th *day of* February *, 19*8

Jeanne Karyl Kelly, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 14, 1983
Member, Pennsylvania Association of Notaries

My Commission Expires

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney, the original or a copy of which is attached to the complaint filed in this action, I appear for the Defendant(s) and confess judgment in favor of the Plaintiff(s) and against Defendant(s) as follows:

*(Principal) ~~(Penal)~~ Sum	$ 1,700,000.00
Other Authorized Items (Specify):	
_____	$
* *Interest from* _____ *to* _____	$
* *Attorney fees (* 5 %)	$ 85,000.00
Total	$1,785,000.00

Dated: _____ *, 19* ____

ATTORNEY(S) FOR DEFENDANT(S)
PRO HAC VICE

INDIVIDUAL

LOAN NUMBER

Mortgage Note

$1,700,000.00 Pittsburgh, Pennsylvania

March 21, 1979

For Value Received, Joseph Wiseman and Ruth Wiseman (hereinafter called "the Undersigned") promise to pay to the order of Equibank N.A., its successors or assigns, in lawful money of the United States of America, the sum of One Million, Seven Hundred Thousand ---------- Dollars ($1,700,000) as follows:

Upon default by Wiseman Oil Company, Inc. on its obligations to Equibank, N.A.

~~$ ========== on ========== and a like and equal sum on the ========== day of each month thereafter until the entire principal balance together with interest thereon is paid in full, said monthly payments to be applied first to interest at the rate of ========= % per annum on the unpaid principal balance and the remainder to the reduction of the principal. The final payment of principal and interest, if not sooner paid shall be due and payable on the ========== day of ==========~~

Prepayment options:

The mortgagor may at his option make on any payment date, additional principal payments in an amount which is in accordance with the plan of amortization of the indebtedness, without surrender charge or notice.

This note accompanies a mortgage of even date herewith given to Equibank, N.A. as collateral security for the obligations of Wiseman Oil Company, Inc. to Equibank, N.A., which mortgage shall be retained by Equibank as security for the outstanding indebtedness of Wiseman Oil Company so long as any sums are due to Equibank by Wiseman Oil Company. The liability of the undersigned hereunder shall be limited to the recovery of the real estate described in the accompanying mortga

In addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding four per cent (4%) of any such overdue payment as compensation for the additional service resulting from the default, all payments to be made at the Oliver Plaza (Pittsburgh) Office of Equibank N.A., or elsewhere as shall be directed by any holder hereof.

In case default be made ~~for the space of thirty (30) days~~ in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage, the entire unpaid balance of the principal debt, and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, cost of suit and an attorney's commission for collection of five percent (5%) of the total indebtedness or $200, whichever is the larger amount, on which judgment or judgments one or more

EXHIBIT "B"

executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

This Note is secured by a Mortgage of even date herewith upon real estate described therein.

Witness the due execution hereof the day and year first above written.

Witnessed by:

Bruce G Carmichael	Joseph Wiseman Joseph Wiseman	(SEAL)
Bruce G Carmichael	Ruth Wiseman Ruth Wiseman	(SEAL)
		(SEAL)
		(SEAL)

04-047 (2-74)

EXHIBIT "A"

ORIGINAL

INDIVIDUAL

LOAN NUMBER

Mortgage

Made this 21 day of March, 19 79,

Between

JOSEPH WISEMAN and RUTH WISEMAN, of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania

(hereinafter, whether one or more, called "Mortgagor")

And

Equibank N.A., (hereinafter called "Mortgagee"), a national banking association organized and existing under the laws of the United States of America having its principal place of business in the City of Pittsburgh, Allegheny County, Pennsylvania.

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note")

of even date herewith, payable to the order of Mortgagee in the principal sum of One Million Seven Hundred Thousand Dollars ($1,700,000.00), lawful money of the United States of America, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, with the final payment of principal and interest,

if not sooner paid due and payable ~~on the~~ upon the default ~~day of~~ of Wiseman Oil Company, Inc., in its obligations to Equibank N.A.
and containing certain other terms and conditions, all of which are specifically incorporated herein by reference;

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All

that certain lot or piece of ground situate in Moon Township, Allegheny County, Pennsylvania, to wit:

Beginning at a point at the southeasterly corner of property now or formerly of F. J. LeMayne, and the centerline of Ewing Road, a public road, thence along the said centerline the following four (4) distances and courses: North 2° 32' East a distance of 31.41 feet to a steel mon; thence North33° 51' East a distance of 152.14 feet to a steel mon; thence North 25° 31' East a distance of 62.21 feet to a point; thence North 6° 11' East a distance of 262.49 feet to a point, being northwesterly corner of property now or formerly G. E. Walz; thence along said line South 75° 23' East a distance of 517.42 feet to a point; being northwesterly corner of Lot No. 2, thence along line of Lot No. 2 South 18° 49' 05" East a distance of 203.54 to a point on the northerly right-of-way line of the Montour Railroad; 80 feet wide, thence along the said right-of-way line and changing direction by an arc of a circle having a radius of 905.37 feet and deflecting to the right a distance of 233.77 feet to a point; thence continuing by same South 80° 17' West a distance of 491.79 feet to a point at place of beginning.

Having erected thereon an oil re-refining and processing plant.

Containing 198,998 square feet or 4.5683 acres.

Together with the right to lay, maintain, repair, and remove one gas line and one sewer pipe line under a certain strip of land 20 feet wide situate in Moon Township aforesaid, being part of said original tract, the gas line and sewer line to be located at or near the easterly corner of the tract above described, such point or points as may be agreed upon by the parties hereto.

04-164 (10-73)

EXHIBIT "C"

together with free and uninterrupted use and liberty and privilege of and passage in and along said strip of land 20 feet wide situate as aforesaid, located between southerly lines of tract herein described and northerly right of way of Montour Railroad, together with free ingress, egress and regress to and for Grantee, its successors and assigns at all times and seasons forever hereafter along and upon said strip of land in common with said F. J. LeMoyne, one of grantees, his heirs and assigns, and tenants and occupants of remainder of said original tract owned by said F. J. LeMoyne and in common with owners or occupants of land along or contiguous to Montour Railroad and their tenants or under tenants.

To have and to hold in common with each other and forever as a roadway for wagons, other vehicles and pedestrians, all and singular, the use, liberty, and privilege granted as aforesaid. This conveyance is made under and subject to any premises hereunder described.

Excepting and reserving also unto Pittsburgh Coal Co., its successors and assigns, all the coal of the several veins in and underlying above described tract of land, together with free and uninterrupted right of way into and under said land but not upon surface thereof at such points and in such manner as mayb e proper and necessary for purpose of digging, mining, draining and ventilating and carrying away said coal and other coal now owned or hereafter owned by Pittsburgh Coal Co., its successors and assigns, with waiver of all surface damages and damages of any sort arising out of any and all of the operations aforesaid; together with the privilege of mining and removing thru said described tract of land other coal now owned or hereafter acquired by Pittsburgh Coal Co., its successors and assigns.

Excepting also unto Pittsburgh Coal Co., its successors and assigns, the right to construct, maintain, and operate a line of telegraph and telephone and power poles with necessary wires and arms thereon along boundary line upon which said premises abut with waiver of all surface damages and damages of any sort arising thereupon together with improvements and privileges.

Mortgagors - herein, for themselves their heirs and assigns, hereby grant, bargain, sell and convey to mortgagee, its successors and assigns, a right of way across the property of grantors contiguous to land herein described for such lawful purposes as grantees its successors and assignsmay require for ingress, egress, regress and utilities.

Being part of the same property conveyed to the mortgagors herein by Perry A. Sletteland et ux by deed dated June 18, 1945, and recorded September 21, 1945, in Deed Book Volume 2845, page 42, in the Recorder's Office of Allegheny County, Pennsylvania.

Together with the buildings and improvements, now or hereafter erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged premises and pay and discharge all mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interests may appear; in the event of foreclosure of this Mortgage or other transfer of title to the property covered hereby in lieu of foreclosure, all right, title and interest of the Mortgagor in and to any and all insurance policies then in effect concerning this property, and all sums due thereunder, shall pass to the purchaser at judicial sale or the Mortgagee, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges.

(2) The Mortgagee may at its option require that sums sufficient to discharge the charges covered in Paragraph 1 hereof be paid in installments to the Mortgagee concurrently with the regular installments of principal and interest due hereunder. Such added installments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are necessary to make up any deficiency in the amount necessary to enable the Mortgagee to pay the items covered in Paragraph 1 hereof. In the event of a default by the Mortgagor in the performance of any of the terms, covenants or conditions herein or in the evidence of the debt secured hereby, the Mortgagee may credit to the indebtedness secured hereby, in such manner as the Mortgagee shall determine, any monies on hand, to the Mortgagors credit paid under the terms of this paragraph.

Any judgment entered pursuant hereto or pursuant to the mortgage note accompanying this mortgage shall be a lien only against the real estate described herein and, to the extent necessary, mortgagee agrees

... the mortgagors hereunder.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (1) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

(6) That should the premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceedings, or under right of eminent domain, or in any other manner, the Mortgagee shall be entitled to all compensations, awards, and any other payment or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name any action or proceedings, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, right of action, and proceeds are hereby assigned to the Mortgagee, who may after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it or apply the same on any indebtedness secured hereby. The Mortgagor agrees to execute such further assignments of any compensation, awards, damages, and rights of action and proceeds as the Mortgagee may require.

(7) If at any time prior to repayment in full of the indebtedness secured hereby and without the prior written consent of Mortgagee, Mortgagor sells or otherwise transfers the mortgaged premises or any portion thereof, the entire unpaid balance of the indebtedness secured hereby shall at the option of the Mortgagee and without notice become due and payable to the same extent as if payment has been demanded at maturity and payment had been refused.

(8) The indebtedness secured hereby shall be immediately due and payable in the event: Mortgagor shall become insolvent or a voluntary or involuntary petition in bankruptcy or a similar action is filed in State or Federal Court or a receiver, trustee or conservator is appointed for any portion of Mortgagor's property, provided the due date shall not be accelerated if any such action which is involuntary shall be vacated or dismissed within sixty (60) days from the date thereof.

This mortgage is given to Equibank, N.A. as collateral security for the obligations of Wiseman Oil Company, Inc. and shall be retained by Equibank as security for the outstanding indebtedness of Wiseman Oil Company so long as any sums are due to Equibank by Wiseman Oil Company, Inc. The liability of the undersigned shall be limited to the recovery of the real estate described herein.

In case default be made ~~for the space of thirty (30) days~~ in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note of this Mortgage, the entire unpaid balance of said principal sum, and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or $200, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof the day and year first above written.

Witnessed by:

Bruce A. Cameron	Joseph Wiseman	(SEAL)
Bruce A. Cameron	Ruth Wiseman	(SEAL)
		(SEAL)
		(SEAL)

Commonwealth of Pennsylvania }
County of Allegheny } ss.

On this, the 21st day of March, 1979, before me, a notary public the undersigned officer, personally appeared Joseph and Ruth Wiseman satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

Janice L. Courson

JANICE L. COURSON, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAR. 15, 1983
Member, Pennsylvania Association of Notaries

VOL 6739 585

BPDR 0005845

CERTIFICATE OF SERVICE

I certify that a true and correct copy of Defendants' Petition to Strike or to Open Judgment was served upon counsel for the Plaintiff by first-class mail, postage pre-paid, this 19 day of April, 1982, at the following address:

Robert G. Sable, Esquire
~~F. Scott Gray, Esquire~~
Lampl, Sable & Makoroff
710 Fifth Avenue
Suite 3000
Pittsburgh, PA 15219

BERKMAN RUSLANDER POHL LIEBER & ENGEL

By Patrick H. Autry
Patrick H. Autry

Attorney for Defendants Joseph and Ruth Wiseman

Certificate of Residence of Mortgagee

Equibank N.A., Mortgagee within named, hereby certifies that its principal place of business is at Fifth Avenue at Smithfield Street, Pittsburgh, Pennsylvania.

By Robert G. Sall

Mortgage

FROM

Joseph Wiseman and
Ruth Wiseman

TO

Equibank N.A.

Recorder mail to:

Equibank N.A.
Two Oliver Plaza
Pittsburgh, PA 15222
Attn. H. P. Pernisek
Commercial Loan Adjustment

Commonwealth of Pennsylvania
County of ALLEGHENY } ss:

Recorded in the Office of the Recorder of Deeds in and for said County on the 21st day of March, 19 79 in Mortgage Book Volume 6739, page 583.

Witness my hand and the seal of said office the day and year aforesaid.

Recorder.

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA.
MAR 21 3 59 PM '79

VOL 6739 PG 586

BPDR 0005847

A F F I D A V I T

Before me, the undersigned authority, personally appeared Ruth Wiseman, who being duly sworn according to law, deposes and says that she has read the foregoing Defendants' Petition To Strike Or To Open Judgment and that the allegations of fact contained herein are true and correct to the best of her knowledge, information and belief.

Ruth Wiseman

Sworn to and subscribed
before me this 15th
day of April,
1982.

Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 24, 1983
BONDED THRU GENERAL INS. UNDERWRITERS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CIVIL DIVISION

EQUIBANK,	)	
	)	
Plaintiff	)	
	)	
vs.	)	No. G.D. 82-04455
	)	
JOSEPH WISEMAN and RUTH WISEMAN, His Wife,	)	
	)	
Defendants.	)	

ORDER OF COURT

AND NOW, this _____ day of April, 1982, upon consideration of Defendants' Petition to Strike or to Open Judgment and upon motion of Patrick H. Autry, attorney for Defendants, a Rule is granted on Equibank, Plaintiff, to show cause why the judgment entered in the above-entitled cause should not be stricken off or, in the alternative, opened, and Defendants let into a defense or defenses.

All proceedings to stay meanwhile including without limitation proceedings at Execution No. GD 82-04455 in the Court of Common Pleas of Allegheny County, Pennsylvania.

Returnable sec. reg. sec. leg.

By the Court,

_____ J.

A F F I D A V I T

Before me, the undersigned authority, personally appeared Joseph Wiseman, who being duly sworn according to law, deposes and says that he has read the foregoing Defendants' Petition To Strike Or To Open Judgment and that the allegations of fact contained herein are true and correct to the best of his knowledge, information and belief.

Joseph Wiseman

Joseph Wiseman

Sworn to and subscribed before me this 15th day of April, 1982.

Martha C. Hutchison

Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 24, 1983
BONDED THRU GENERAL INS. UNDERWRITERS

BPDR-0005848A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:	) Bankruptcy No. 81-3367
	)
WISEMAN OIL COMPANY, INC.,	) Chapter 11
	)
	) Judge Cosetti
Debtor.	)

ORDER OF COURT

AND NOW at Pittsburgh, this 11TH day of March, 1982, upon consent of counsel for the debtor-in-possession and counsel for Equibank, it is ORDERED that the Debtor is authorized to borrow a sum of up to $50,000.00 from Equibank under the following terms and conditions:

1. Said loan shall be deemed to be an administrative loan in this proceeding and entitled to first priority over and above all other administrative expenses both in this proceeding and any ensuing proceeding under Chapter 7 of the Bankruptcy Code.

2. Said loan shall be secured by a lien on all of the Debtor's inventory, accounts receivable, equipment, fixtures, furniture and every other asset of every kind, whether acquired prior to the filing of the petition herein or subsequent to the filing of the petition herein.

3. The security given hereunder shall be deemed to be partial adequate protection and as such, said loan shall have priority under Section 507(b) of the Bankruptcy Code.

4. The proceeds of said loan shall be used for the preservation of the property of the estate and shall be disbursed at such times and in such amounts as the Debtor and Equibank shall agree. Said loan shall be payable on

demand and shall bear interest at the rate of 2% over the prime rate in effect at Equibank during the term of said loan.

5. The Debtor shall have the right to use said funds for the payment of payroll for necessary personnel provided, however, the salary of R.P. Robosson shall not exceed $3,000.00 per month and the salary of Robert Wiseman shall not exceed $1,500.00 per month.

6. The Debtor shall file by Tuesday of each week a list of all receipts and disbursements for the prior week and a list of any liabilities incurred but not paid. Said list shall be filed with the Clerk of the Bankruptcy Court, with the offices of Equibank at Two Oliver Plaza, Commercial Loan Adjustment Department, Pittsburgh, PA 15222 and with Robert G. Sable, LAMPL, SABLE & MAKOROFF, 710 Fifth Avenue, Suite 3000, Pittsburgh, PA 15219.

This Order is entered without prejudice to the rights of any of the parties in any pending litigation and shall not affect the rights of any of the parties hereto or sureties on any of said obligations.

BY THE COURT:

S/J. P. Cosetti J.

CONSENTED TO:

BY: S/
B.A. Karlowitz, Attorney
for Wiseman Oil Company

BY: S/
Robert G. Sable, Attorney
for Equibank

BPDR 0005851

LAW OFFICES
LAMPL, SABLE & MAKOROFF
SUITE 3000
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3088
(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

RECEIVED
MAR 5 1982
Comm. Loan Adj.

March 4, 1982

William Densmore, Vice President
EQUIBANK
Commercial Loan Adj. Dept.
Two Oliver Plaza
Pittsburgh, PA 15222

In re: WISEMAN OIL COMPANY, INC.

Dear Mr. Densmore:

On February 26, 1982, we have filed on behalf of Equibank a Complaint in Confession of Judgment against the real estate in Coraopolis, Pennsylvania, on which the Wiseman Oil Company, Inc. refinery is situated.

On March 2, 1982, we have filed a Praecipe for Writ of Execution against the same property described in the first paragraph of this letter.

Enclosed are copies of the Complaint in Confession of Judgment and Praecipe for Writ of Execution for your files.

We intend to take this real property to Sheriff's Sale in April, 1982.

Very truly yours,

LAMPL, SABLE & MAKOROFF

F. Scott Gray

F. Scott Gray

FSG/gp
Enclosures

(Red)

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA

EQUIBANK, N.A.

Plaintiff

vs

JOSEPH WISEMAN and
RUTH WISEMAN, his wife

Defendants

CIVIL DIVISION

No. GD82-04455

PRAECIPE FOR WRIT
OF EXECUTION

Code _____

OFFICE OF THE PROTHONOTARY
ALLEGHENY COUNTY
CASHIER'S RECEIPT 12520

NO. GD-4455 TERM 19____
MAR 2 1982 19____
Equibank
VS.
J Wiseman
FROM WHOM RECEIVED

ASSUMPSIT	$
D. S. B.	
EQUITY	
EXECUTION	
FICT. NAME	
FINANCING STAT.	
MECH. LIEN	
ORDER	
TRANSCRIPT	
TRESPASS	
DEPUTY	$ 7.50

FORM 46 PRO REV.
MCP. MOORE BUSINESS FORMS INC. U. PATENT NO 3 429 877

Filed on behalf of
Equibank, Plaintiff

Counsel of record for
this party:

Robert G. Sable, Esquire
PA I.D. No. 00984

Lampl, Sable & Makoroff
Firm No. 63
710 Fifth Avenue
Suite 3000
Pittsburgh, PA 15219
(412) 471-4996

PRAECIPE FOR WRIT OF EXECUTION

TO: John P. Joyce, Prothonotary

Please issue a Writ of Execution in the above-captioned matter and direct the Sheriff of Allegheny County to collect the sum of One Million, Seven Hundred Eighty-Five Thousand Dollars ($1,785,000.00), together with costs, against the real property of the Defendants in Moon Township, Allegheny County, Pennsylvania.

Debt	$1,700,000.00
Attorney's Commission	85,000.00
TOTAL	$1,785,000.00
(Together with costs)	

Robert G. Sable

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA

EQUIBANK, N.A.

Plaintiff

vs

JOSEPH WISEMAN and
RUTH WISEMAN, his wife

Defendants

CIVIL DIVISION

No. GD82-04455

AFFIDAVIT

I, F. Scott Gray, do hereby swear that, to the best of my knowledge, information, and belief, the defendants Joseph Wiseman and Ruth Wiseman, his wife, are the owners of real property which the plaintiff seeks to execute on. The defendants' last known address is 538 North Neville Street, Pittsburgh, Pennsylvania 15213.

F. Scott Gray

F. Scott Gray

Sworn to and subscribed
before me this 2d day of
March, 1982.

Selvena Listell

[illegible] COUNTY
[illegible] MAY 13, 1982

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

EQUIBANK,

Plaintiff,

vs.

JOSEPH WISEMAN AND
RUTH WISEMAN, HIS WIFE,

Defendants.

CIVIL DIVISION

No. GD: 6D82-04455

Issue No.:

Code No.:

COMPLAINT IN CONFESSION
OF JUDGMENT

Filed on behalf of Equibank,
Plaintiff

Counsel of record for this
party:

Robert G. Sable, Esq.
PA I.D. No. 00984

LAMPL, SABLE & MAKOROFF
Firm No. 363
710 Fifth Avenue
Suite 3000
Pittsburgh, PA 15219
(412) 471-4996

COUNSEL FOR EQUIBANK

OFFICE OF THE PROTHONOTARY
ALLEGHENY COUNTY
CASHIER'S RECEIPT 12454

NO. 6D82-04455 TERM
FEB 26 1982 19
Equibank
VS.
Wiseman
FROM WHOM RECEIVED

ASSUMPSIT	$
D. S. B.	
EQUITY	
EXECUTION	
FICT. NAME	
FINANCING STAT.	
MECH. LIEN	
ORDER	
TRANSCRIPT	
TRESPASS	
DEPUTY	$

FORM 46 PRO REV.
MCP MOORE BUSINESS FORMS, INC. PATENT NO. 3,429,827

In the Court of Common Pleas of ALLEGHENY County, Pa.

CIVIL DIVISION

EQUIBANK;

versus *Plaintiff(s)*

JOSEPH WISEMAN AND
RUTH WISEMAN, HIS WIFE,

Defendant(s)

No. ..... *19*.....

COMPLAINT IN CONFESSION OF JUDGMENT

1. (a) The Plaintiff(s) and the last known address(es) thereof are: Two Oliver Plaza, Pittsburgh, Pennsylvania 15222.

(b) The Defendant(s) and the last known address(es) thereof are: Joseph Wiseman and Ruth Wiseman, his wife, 538 North Neville Street, Pittsburgh, Pennsylvania 15213.

2. (a) The original instrument, (or photostatic copy or like reproduction showing signature(s) of the Defendant(s), which is a true and correct reproduction of the original) is attached hereto, marked as Exhibit "A", and is fully incorporated herein by reference thereto.*

~~*(b) If none of the above is available, state the reasons thereof as follows:*~~

*3. There has been no assignment or transfer of the instrument, (except as follows:)** None

*4. Judgment has not been entered on the instrument in any jurisdiction, (except as follows:)** None

*5. The Plaintiff(s) aver(s): *(a) The instrument authorizes the entry of Judgment without default thereon or the occurrence of a condition precedent; or, * ~~(b) Default has occurred as follows:~~*

* STRIKE OUT INAPPLICABLE PORTIONS ON BOTH SIDES

BPDR 0005857

• 1 Attach instrument or reproduction here

6. *The itemization of the amount due is as follows:*

*(Principal) * ~~(Penal)~~ Sum	$ 1,700,000.00
Other Authorized Items (Specify):	
_____	$
* *Interest from* _____ *to* _____	$
* *Attorney Fees (* 5%)	$ 85,000.00
Total	$ 1,785,000.00

and brings said instrument into court to recover the said sum.

7. *Said Instrument and Warrant was executed by the Defendant(s) on the* 21st *day of* March *, 19* 79 *, at* Pittsburgh, Pennsylvania

Wherefore, the Plaintiff(s) as authorized by the warrant of attorney contained in the instrument demand(s) judgment against the Defendant(s) in the total sum of $ 1,785,000.00 *, under and pursuant to the terms of said Instrument, attached hereto as Exhibit "A".*

Attorney(s) for Plaintiff(s)
ROBERT G. SABLE, ESQ.

AFFIDAVIT

Commonwealth of Pennsylvania
County of ALLEGHENY } SS.

PERSONALLY BEFORE ME, the undersigned authority, appeared H.P. PERNISEK, SENIOR VICE PRESIDENT OF EQUIBANK

who being duly sworn according to law, deposes and says that

and that the averments contained in the foregoing Complaint are true and correct upon affiant's personal knowledge as to a part and upon information and belief as to the remainder; and certifies that the addresses set forth in Paragraph One thereof are the respective precise residence address(es) of the Plaintiff(s) and the last known address(es) of the Defendant(s).

H.P. PERNISEK, SENIOR VICE PRESIDENT

SUBSCRIBED AND SWORN TO before me, this 25TH *day of* FEBRUARY *, 19*82

JEANNE KARYL KELLY

My Commission Expires:

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney, the original or a copy of which is attached to the complaint filed in this action, I appear for the Defendant(s) and confess judgment in favor of the Plaintiff(s) and against Defendant(s) as follows:

*(Principal) ~~(Penal)~~ Sum	$ 1,700,000.00
Other Authorized Items (Specify):	
_____	$
* *Interest from* _____ *to* _____	$
* *Attorney fees (* 5 %)	$ 85,000.00
Total	$ 1,785,000.00

Dated: FEB. 24 *, 19*82

ATTORNEY(S) FOR DEFENDANT(S)
PRO HAC VICE

INDIVIDUAL

LOAN NUMBER _____

Mortgage Note

$ 1,700,000.00 _____ Pittsburgh Pennsylvania

March 21, 1979

For Value Received, Joseph Wiseman and Ruth Wiseman (hereinafter called "the Undersigned") promise to pay to the order of Equibank N.A., its successors or assigns, in lawful money of the United States of America, the sum of One Million, Seven Hundred Thousand ---------- Dollars ($1,700,000) as follows:

Upon default by Wiseman Oil Company, Inc. on its obligations to Equibank, N.A.

~~$ ========== or ========== and like and equal sum on the ========== day of each month thereafter until the entire principal balance together with interest thereon is paid in full, said monthly payments to be applied first to interest at the rate of ========= % per annum on the unpaid principal balance and the remainder to the reduction of the principal. The final payment of principal and interest, if not sooner paid shall be due and payable on the ========== day of ==========~~

Prepayment options:

The mortgagor may at his option make on any payment date, additional principal payments in an amount which is in accordance with the plan of amortization of the indebtedness, without surrender charge or notice.

This note accompanies a mortgage of even date herewith given to Equibank, N.A. as collateral security for the obligations of Wiseman Oil Company, Inc. to Equibank, N.A., which mortgage shall be retained by Equibank as security for the outstanding indebtedness of Wiseman Oil Company so long as any sums are due to Equibank by Wiseman Oil Company. The liability of the undersigned hereunder shall be limited to the recovery of the real estate described in the accompanying mortga

In addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding four per cent (4%) of any such overdue payment as compensation for the additional service resulting from the default, all payments to be made at the Oliver Plaza (Pittsburgh) Office of Equibank N.A., or elsewhere as shall be directed by any holder hereof.

In case default be made ~~for the space of thirty (30) days~~ in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage, the entire unpaid balance of the principal debt, and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, cost of suit and an attorney's commission for collection of five percent (5%) of the total indebtedness or $200, whichever is the larger amount, on which judgment or judgments one or more

EXHIBIT "A"

executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

This Note is secured by a Mortgage of even date herewith upon real estate described therein.

Witness the due execution hereof the day and year first above written.

Witnessed by:

Bruce G Carpenter	Joseph Wiseman	(SEAL)
Bruce G Carpenter	Joseph Wiseman Ruth Wiseman	(SEAL)
	Ruth Wiseman	(SEAL)
		(SEAL)

04-047 (2-74)

EXHIBIT "A"

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:	) Bankruptcy No. 81-3367
	)
WISEMAN OIL COMPANY, INC.,	) Chapter 11
	)
	) Judge Cosetti
Debtor.	)

PETITION FOR APPOINTMENT OF TRUSTEE

TO THE HONORABLE JOSEPH L. COSETTI, BANKRUPTCY JUDGE:

AND NOW comes Equibank, Plaintiff, by its attorneys, LAMPL, SABLE & MAKOROFF, and respectfully represents as follows:

1. Plaintiff is Equibank, hereinafter referred to as "Bank", a Pennsylvania banking institution, with offices located at Two Oliver Plaza, Pittsburgh, Pennsylvania 15222.

2. Defendant is Wiseman Oil Company, Inc., hereinafter referred to as "Debtor", with its principal place of business located at 84 Montour Road, Coraopolis, Pennsylvania 15108.

3. On December 7, 1981, Debtor filed a Petition for a Reorganization under Chapter 11 of the Bankruptcy Code with this Honorable Court.

4. Debtor's business is the recycling of waste oil and fuel oil and lubricating oil at its plant in Coraopolis, Pennsylvania.

5. Equibank has a first lien perfected security interest in all of Debtor's inventory, accounts receivable, choses in action, equipment, machinery, motor vehicles, fixtures, additions to replacements and all proceeds of said collateral, as is evidenced by copies of

Security Agreements attached hereto as Exhibit "A" and financing statements attached hereto as Exhibit "B".

6. At the date of filing, Debtor owed Equibank the sum of $2,202,500.94 plus accrued interest thereafter which continues to accrue at the rate of $620.62 per day and $18,618.60 per month.

7. At the date of the filing, no Trustee of the property of said Debtor had been appointed and the Debtor has remained in possession of its property.

8. The nature of Debtor's property which is also Equibank's collateral, requires continual monitoring and surveillance to insure that the pipe work and other sensitive areas of the plant do not freeze or lack the proper and necessary maintenance.

9. At the present time, Debtor is not operating nor undertaking any action to properly preserve and protect said assets and property, nor is the inactivity of the plant in the best interest of the estate.

10. The Debtor is incapable of providing said protection and maintenance of the property due to lack of funds and inability to operate efficiently. Lack of protection includes but is not limited to inability to pay utilities to keep plant from freezing and inability to hire and pay maintenance and security personnel to maintain and protect the property of the Debtor.

11. The present management of the Debtor is not capable and is incompetent in operating any aspect of Debtor's business and has grossly mismanaged the assets of the Debtor.

12. Current management has not shown an ability to effectively reorganize, continue to operate as a going concern, protect and preserve said assets of the Debtor and/or manage any aspect of the oil refining plant and business in which it is purportedly engaged.

BPDR 0005862

13. The stockholders of the Debtor have shown no interest in the effective reorganization of said Debtor.

14. Because of the Debtor's unwillingness or inability to take any affirmative steps to either operate the business of the Debtor or sell its assets, it would be in the best interest of all creditors if a Trustee were appointed during the pending Chapter 11 proceeding.

WHEREFORE, Equibank prays that this Honorable Court enter an Order appointing a Chapter 11 Trustee to properly preserve and protect the assets of the Debtor corporation and to direct such other and further relief as this court deems just and necessary.

Respectfully submitted,

LAMPL, SABLE & MAKOROFF

BY: Robert G. Sable by FSS

Robert G. Sable
710 Fifth Avenue
Suite 3000
Pittsburgh, PA 15219
(412) 471-4996

ATTORNEYS FOR EQUIBANK

BPDR 0005863

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:	Bankruptcy No. 81-3367
WISEMAN OIL COMPANY, INC.,	Chapter 11
Debtor.	Judge Cosetti

ORDER OF COURT

AND NOW at Pittsburgh this 16th. day of February, 1982, upon petition of Equibank, it is ORDERED that a hearing on the within petition will be held on the 3rd. day of MARCH, 1982, at 1:30 o'clock, p.m. in Room 1603-05 Federal Building, 1000 Liberty, Pittsburgh, Pennsylvania 15222.

BY THE COURT:

Joseph L. Cosetti

JOSEPH L. COSETTI J.
Bankruptcy Judge
1607 Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15219

United States Bankruptcy Court

For the WESTERN District of PENNSYLVANIA

In re

WISEMAN OIL COMPANY, INC.
E.I. #25-1325948
Debtor*

Case No. 81-3367

ORDER FOR MEETING OF CREDITORS, COMBINED WITH NOTICE THEREOF AND OF AUTOMATIC STAYS

An order for relief under 11 U.S.C. chapter 11, having been entered on a petition filed by (~~or against~~)

Wiseman Oil Company, Inc. of** 84 Montour Rd., Coraopolis, PA 15108

on DECEMBER 7, 1981, it is ordered, and notice is hereby given, that:

1. A meeting of creditors pursuant to 11 U.S.C. §341(a) shall be held at HEARING ROOM 1611 FEDERAL BUILDING., 1000 LIBERTY AVENUE., PITTSBURGH, PA 15222 on FEBRUARY 23, 1982 at 10:00 o'clock a.m.

2. The debtor shall appear in person (*or, if the debtor is a partnership,* by a general partner, *or if the debtor is a corporation,* by its president *or other executive officer*) at that time and place for the purpose of being examined.

You are further notified that:

The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to creditors.

At the meeting the creditors may file their claims, *[if appropriate]* designate a person to supervise the meeting, examine the debtor, and transact such other business as may properly come before the meeting.

As a result of the filing of the petition, certain acts and proceedings against the debtor and his property are stayed as provided in 11 U.S.C. §362(a).

Unless the court extends the time, any objection to the debtor's claim of exempt property (Schedule B-4) must be filed within 15 days after the above date set for the meeting of creditors.

The debtor (or Trustee) has filed or will file a list of creditors and equity security holders pursuant to Rule 1007. Any creditor holding a listed claim which is not listed as disputed, contingent, or unliquidated as to amount, may, but need not, file a proof of claim in this case. Creditors whose claims are not listed or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in the case or share in any distribution must file their proofs of claim on or before AUGUST 23, 1982, which date is hereby fixed as the last day for filing a proof of claim (*or, if appropriate,* on or before a date to be later fixed of which you will be notified). Any creditor who desires to rely on the list has the responsibility for determining that he is accurately listed.

Robert T. Harper, Esq. of** 20th Fl. Frick Bldg., Pgh, PA 15219

has been appointed ~~[illegible]~~ presiding officer of the estate of the above-named debtor.

LAST DAY TO FILE CLAIMS WILL EXPIRE ON: AUGUST 23, 1982.

FUTURE NOTICES IN THIS CASE WILL BE GIVEN ONLY TO THE CREDITORS' COMMITTEE, DEBTOR AND DEBTOR'S ATTORNEY AND SUCH OTHER CREDITORS WHO FILE WITH THE COURT A REQUEST THAT ALL NOTICES BE MAILED TO THEM.

COPY OF LIST OF CREDITORS FILED BY THE DEBTOR CAN BE ORDERED. TOTAL COST AND NUMBER OF PAGES IS: (14 PAGES = $7.00) SEND CHECK PAYABLE TO CLERK, U.S. BANKRUPTCY COURT., 1602 FEDERAL BUILDING., 1000 LIBERTY AVENUE., PITTSBURGH, PA 15222.

COUNSEL FOR CREDITORS' COMMITTEE: Douglas A. Campbell, Esq., 220 Grant St., Pgh, PA 15219

Dated January 27, 1982

BY THE COURT

BPDR 0005865

JOSEPH L. COSETTI
Bankruptcy Judge
1607 Federal Bldg., Pittsburgh, PA

*Include here all names used by Debtor with last 6 years.
**State post office address.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	)	
	)	
WISEMAN OIL COMPANY,	)	Case No. 81-3367
	)	
Debtor	)	

NOTICE OF APPLICATION TO DIRECT
DEBTOR TO ABANDON PROPERTY

Notice is hereby given that THREE RIVERS TRUCKING, INC., Applicant, has requested the Court to direct Debtor, WISEMAN OIL COMPANY, to abandon certain property to wit:

TRACTOR'S

YEAR	MAKE	SERIAL #	LICENSE #
1979	Mack	R686ST-29980	CN-46566
1979	Mack	R686ST-29981	CN-46569
1979	Mack	R686ST-30661	CN-46615
1979	Mack	R686ST-30063	CN-46618
1979	Mack	R686ST-30658	CN-46617
1979	Mack	R686ST-30659	CN-46613
1979	Mack	R686ST-30060	CN-46614

TRAILER'S

1973	McCoy Taylor	W-2639	TB-54074
1973	McCoy Taylor	W-2641	TB-54061
1973	McCoy Taylor	W-2640	TB-50475
1979	Fruehauf	UNZ-612601	TF-77939
1979	Fruehauf	UNZ-612603	TF-77941
1979	Fruehauf	UNZ-602801	TE-76352
1979	Fruehauf	UNZ-602802	TE-76354
1979	Fruehauf	UNZ-602804	TE-76355
1979	Fruehauf	UNZ-630611	TE-76902

It is been alleged that this property is not an asset of the Debtor's Estate.

It has also been alleged that this property has no value for the estate. Said abandonment will take place fifteen (15) days from the date of this notice unless a written request for a hearing is filed with the Court.

Notice is further given that entry of an Order for abandonment will operate as relief from stay as provided by the Bankruptcy Code.

Dated in Pittsburgh
this 4th Day of February, 1982

BPDR 0005866

Theodore S. Hopkins
Clerk, U.S. Bankruptcy Court
By: Donna Gilmore
Deputy Clerk

DAVIS & MAZZOTTA, P. C.
ATTORNEYS AT LAW
212 FRICK BUILDING
PITTSBURGH, PA 15219
(412) 471-8338

REED J. DAVIS
DONALD S. MAZZOTTA

ALAN E. GECH
MARY ELIZABETH KING
DAVID C. MARTIN, JR.
CHARLES F. MILLER
GARY PHILIP NELSON
CARMEN V. PAGANO
THOMAS E. REILLY
RONALD A. SABADOS
LISLE A. ZEHNER, III

February 16, 1982

Robert T. Harper, Esquire
20th Floor Frick Building
Pittsburgh, Pennsylvania 15219

Equibank
Two Oliver Plaza
13th Floor
Pittsburgh, Pennsylvania 15222

ATTENTION: Mr. W. Densmore

RE: Mellon Bank, N.A. v Wiseman Oil Company; Case No. 81-3367

Dear Gentlemen:

Enclosed please find a true and correct copy of an Abandonment which this office has prepared and filed with the United States Bankruptcy Court in regard to the above matter.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

DAVIS & MAZZOTTA, P.C.

s/ Gary Philip Nelson

Gary Philip Nelson

GPN/vab
Enclosure

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: WISEMAN OIL COMPANY,	)	Case No. 81-3367
	)	Chapter 11
Debtor	)	

NOTICE OF APPLICATION TO DIRECT TRUSTEE TO ABANDON PROPERTY OF ESTATE

Notice is hereby given that:

Mellon Bank, N.A., applicant, has requested the Court to direct Debtor-in-possession to abandon certain property to-wit:

One (1) 1979 Chevrolet Pick-up Truck, Manufacturer's Serial No. CKL249F335775.

It has been alleged that this property has a present market value of approximately $3,775.00 and is encumbered to Mellon Bank, N.A., for approximately $3,175.57, which represents the actual payoff due on said property as of January 20, 1982.

It is further alleged that there is also a second encumbrance in favor of Equibank in the amount of $1,700,000.00

It has also been alleged that this property has no value for the estate. Said abandonment will take place 15 days from the date of this notice unless a written request for a hearing is filed with the Court.

Notice is further given that entry of an Order for Abandonment will operate as relief from stay as provided by the Bankruptcy Code.

Dated at Pittsburgh, Pennsylvania
this 16th day of February, 1982.

DAVIS & MAZZOTTA, P.C.

By [signature]
Attorneys for Mellon Bank, N.A.

BPDR 0005868

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: WISEMAN OIL COMPANY,	)	Case No. 81-3367
	)	Chapter 11
Debtor	)	

PRAECIPE FOR APPEARANCE

TO: Clerk of Courts

SIR:

Please enter our appearance on behalf of Mellon Bank, N.A., in the above captioned matter and we request copies of future notices and orders.

DAVIS & MAZZOTTA, P.C.

By

Attorneys for Mellon Bank, N.A.
212 Frick Building
Pittsburgh, PA 15219

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: WISEMAN OIL COMPANY,	)	Case No. 81-3367
	)	Chapter 11
Debtor	)	

CREDITOR'S APPLICATION FOR ABANDONMENT AND CERTIFICATION OF SERVICE

Mellon Bank, N.A. hereby makes application for an Order of Abandonment, as follows:

1. Among the assets of the estate is: One (1) 1979 Chevrolet Pick-up Truck, Manufacturer's Serial No. CKL249F335775.

2. That said personal property is encumbered by a valid security interest in favor of your applicant. The value of the property of approximately $3,775.00 leaves no equity to the estate of the said Debtor because the balance due thereon is approximately $3,175.57, good until January 20, 1982. That in addition to the aforesaid encumbrance, there is a second encumbrance in favor of Equibank in the amount of $1,700,000.00.

3. Your applicant, therefore, represents that it will be to the benefit of this estate that the personal property described herein be disclaimed and abandoned for the following reasons:

A. Debtor has no equity in the said personal property;
B. Costs of sale exceed its value to the estate;
C. It is improbable that any value to the Debtor's estate will be acquired by any attempted sale.

WHEREFORE, your applicant prays the Court order the abandonment of said property.

DAVIS & MAZZOTTA, P.C.

By [signature]

Attorneys for Mellon Bank, N.A.

BPDR 0005870

PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT

Date FEBRUARY 20 , 19 79

Seller and Address/Creditor DON ALLEN CHEVROLET CO. (Name) 5315 BOULEVARD (Number and Street) PI (City) SELTSCH (State) PA. (Zip) 15224

Name and address of Assignee/Creditor MELLON BANK, N.A. Pittsburgh, Pa. 15230

Buyer's Name and Address WISEMAN OIL CORP. (Please Print) 524 PENN AV. (Name) PGH. (Number and Street) PA. 15222 (City) (County) (State) (Zip) WITNESS

The term "Buyer" as used herein means collectively the above-named Buyer of the following described motor vehicle, mobile home or trailer (herein called "Vehicle") and all other persons who sign below as Insured Buyer/Buyer, all of whom are jointly and severally bound by the terms of this Contract, including additional terms on the reverse side hereof.

Buyer has purchased from Seller the Vehicle described as follows:

Make	Description	Model	Manufacturer's Serial No.	Year	New	Used	If Truck Tons Capacity	If Mobile Home Length
CHEV	PICKUP	FLEETSIDE	CCL2497335775	79	X			

Radio ☐ Stereo ☐ Auto Trans. ☐ Vinyl Roof ☐ Power St. ☐ Power Br. ☐ Air Cond. ☐

Default Charges: If any installment is not paid when due, Buyer shall pay Seller a default charge at the rate of 2% per month on the amount in arrears, provided that the default charge shall be computed on the basis of a full calendar month for any fractional month in excess of 10 days, and provided further that no default charge shall be payable on any installment which is in default because of any acceleration provision in this Contract. Notwithstanding this provision, the time of payment of each installment is of the essence of this Contract.

Prepayment Rebate: In the event the unpaid Total of Payments hereunder shall be liquidated prior to maturity by prepayment, refinancing or termination by surrender or repossession and resale of the Vehicle, the unearned portion of the FINANCE CHARGE to be refunded or credited to Buyer will be computed in accordance with the method known as the Rule of 78's (or the "sum of the digits"), except that no refund will be made in an amount less than $1.00 or in any amount until Seller has received a minimum FINANCE CHARGE of $10.00 hereon.

Identification of Security Interests: As collateral security for the payment of all installments and other sums payable hereunder, which installments shall not be deemed to have been paid until actually paid in cash, Seller shall have, and there is hereby granted to and created in favor of Seller: (1) a Uniform Commercial Code purchase money security interest in (a) the Vehicle, (b) all accessory equipment installed in or affixed to the Vehicle at the time of its delivery to Buyer, (c) any automotive equipment parts or accessories hereafter installed in or affixed to the Vehicle so as to become an accession thereto under the laws of Pennsylvania and (d) in addition to the foregoing, if the Vehicle is a mobile home or trailer, any furniture or appliances contained or installed in the Vehicle at the time of its delivery to Buyer; (2) a security interest in all proceeds, including any return or unearned premiums, which may become payable to Seller by reason of the Physical Damage Insurance to be maintained by Buyer with respect to the Vehicle or any Credit Life or Credit Accident and Health Insurance carried by Buyer with respect to Buyer's payment obligations hereunder. (3) Upon maturity of this Contract or default hereon, assignee, Mellon Bank N.A., has by law the right to set off against the balance owed hereunder any monies of Buyer (as above defined) now or hereafter deposited with or owed to Buyer (as above defined) by assignee, Mellon Bank N.A.

Physical Damage Insurance: Physical Damage Insurance, insuring against loss or damage to the Vehicle but not the personal property of others, is required to be maintained by Buyer until the Total of Payments is fully paid. Such insurance may be obtained by Buyer through any person of Buyer's choice. If obtained by Buyer, the name of Insurer and/or agent is:

Insurer TRANSAMERICAN

Agent, if known

If Buyer desires such insurance to be obtained through Seller, the cost will be $ N/A for a term of 12 months commencing on the date of this Contract. The insurance is included only if a charge for it is made at item number 4 (across) and is subject to acceptance by the insurer and also subject to the terms of the policy.

Credit Life Insurance and/or Credit Accident and Health Insurance: Credit Life Insurance and/or Credit Accident and Health Insurance are not required as a condition of granting the credit evidenced by this Contract. If desired, and if Buyer qualifies, Seller will arrange for the insurance checked below at the cost indicated for the term of this Contract.

See Notice of Proposed (Credit) Insurance On Reverse Side Hereof. (Check One)

☐ The Credit Life Insurance Company, Springfield, Ohio

☐ Name of Insurer

City and State

I desire:

☐ Credit Life Insurance at a cost of $ 0.00

☐ Credit Life Insurance and Credit Accident and Health Insurance at a cost of $ N/A

☐ Neither Credit Life nor Accident and Health Insurance

☐ Buyer not insured. WISEMAN OIL CORP.

Insured Buyer (X) Date FEB. 2/20/79

CASH PRICE of Vehicle, including extra equipment and Federal taxes imposed on the cash sale and delivery and installation charges, if any		$ 7,160.00
(Itemize extra equipment not shown above)		
Less:		
(a) Cash Downpayment	$ 656.60	
(b) Trade-in: Make		
Year Model		
Gross Allowance	$ N/A	
Net Balance Due	$ N/A	
Net Allowance		$ N/A
TOTAL DOWNPAYMENT		$ 656.60
UNPAID BALANCE OF CASH PRICE		$ 6,503.40
PREMIUMS FOR INSURANCE:		
☐ Comprehensive, including Fire and Theft	$	
☐ Fire, Theft and C.A.C.	$ N/A	
☐ $ Deductible Collision	$	
☐ Towing and Labor Costs	$	
☐ Credit Life	$ N/A	
☐ Accident and Health	$ N/A	
☐ Other MECH. INS.-12/12	$ N/A	$ N/A
OTHER CHARGES (itemize in all cases, but include in total only if financed)		
Pennsylvania sales tax	$ 429.60	
Certificate of title & vehicle reg. fee	$ 56.00	
Notary fee	$ 5.00	
Special document service fee	$ 1.00	
Perfection of security fee	$ 5.00	
C.M. PROTECTION PLAN	$ N/A	$ 496.60
UNPAID BALANCE AND AMOUNT FINANCED (3 + 4 + 5)		$ 7,000.00 (6)
FINANCE CHARGE		$ 1,679.84 (7)
TOTAL OF PAYMENTS		$ 8,679.84 (8)
DEFERRED PAYMENT PRICE (1 + 4 + 5 + 7)		$ 9,336.44 (9)

The FINANCE CHARGE will begin to accrue approximately one month prior to the date set forth in parentheses in the Schedule of Payments below.

ANNUAL PERCENTAGE RATE 30.57 %

Schedule of Payments: Buyer agrees to pay the Total of Payments (8) above, at any office of Mellon Bank, N.A. in 47 consecutive monthly installments of $ 180.83 each and one final installment of $ 180.83 the first installment to be paid on a date (approximately APRIL 6 , 19 79) to be set forth in a written notice of payments to be furnished to Buyer within 60 days from the date hereof and the remaining installments on the same day of each successive month thereafter until the full amount due hereunder is paid, including, if legal action is instituted, costs of suit as provided by law and reasonable attorney's fees for collection. If the final installment is more than twice the amount of an otherwise regularly scheduled equal payment, a balloon payment in the amount of $ is due on , 19 . If the balloon payment is not paid when due, it may be refinanced only upon such conditions as required by Seller.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

THIS CONTRACT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Seller (Dealer) DON ALLEN CHEVROLET COMPANY (SEAL)

By (Name) (Title)

Insured Buyer (X) FEB. WISEMAN OIL CORP. (SEAL)

Buyer (SEAL)

Buyer (SEAL)

Buyer (SEAL)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS CONTRACT, WITH ALL BLANKS APPROPRIATELY FILLED, AT THE TIME OF EXECUTION HEREOF.

Buyer

Buyer

Buyer (X) WISEMAN OIL CORP.

Buyer

ORIGINAL – White BUYER'S COPY – Green SELLER'S COPY – Yellow BANK FILE – Blue

BPDR 0005871

4/09

ADDITIONAL TERMS OF PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT

BUYER'S STATUTORY RIGHTS include: TO PREPAY AT any time, all or any part of the unpaid Total of Payments, and upon liquidation in full by prepayment, refinancing or termination by surrender or repossession and resale of the Vehicle, Buyer may be entitled to a refund of the unearned portion of the Finance Charge as provided on the face side of this Contract, at the option of Seller, TO REINSTATE THIS CONTRACT and obtain a return of the Vehicle following its repossession, provided Buyer pays all past due installments and other sums as Provided by this Contract and by law.

Buyer warrants that the purpose for which the Vehicle is bought is primarily for personal, family, household or agricultural use, and that Buyer shall keep the Vehicle in good condition, maintain, operate and use it in strict conformity with law, and keep it free from all liens, encumbrances and security interests (other than the purchase money security interest herein granted to and created in favor of Seller). Buyer shall pay any and all real estate and other taxes which may hereafter be levied upon the Vehicle before the same become delinquent and shall, at any time upon request of Seller, furnish Seller with proof of payment of such taxes. No injury to or loss or destruction of the Vehicle shall release Buyer from his obligations hereunder. If the Vehicle is damaged, Buyer shall authorize no repairs thereto without the written approval of Seller. Buyer shall not sell, lease or otherwise dispose of the Vehicle, part with possession thereof, either voluntarily or involuntarily, permit it to be levied upon, attached or seized under any legal process or, without the prior written consent of Seller, remove it permanently from the county wherein it is first kept for use by Buyer.

The Vehicle shall be at Buyer's risk. Buyer shall insure the Vehicle against loss or damage, but no bodily injury insurance or insurance covering property damage to others is required or will be included in the amount financed hereunder. Any insurance settlement with respect to such physical damage insurance covering the Vehicle will be based upon the actual cash value of the Vehicle at the time of loss, not to exceed the limits of liability as set forth in the policy. All such physical damage insurance policies with respect to the Vehicle shall contain loss payable clauses in favor of Seller and Buyer, as their interests may appear. If Buyer fails to effect and keep in force such insurance or fails to pay the premiums on any such insurance not financed hereunder, Seller may do so and may add the cost thereof to the Total of Payments hereunder. Buyer hereby assigns to Seller all monies (not exceeding the unpaid Total of Payments hereunder) which may become payable under such physical damage insurance, including any return or unearned premiums, and directs the insurer to make payment thereof directly to Seller to be applied at the option of Seller to the unpaid amounts due hereunder or as may be otherwise required by law. Buyer hereby appoints Seller as Buyer's attorney-in-fact to endorse Buyer's name to any draft or check for such purpose.

Buyer hereby assigns to Seller any return or unearned premiums of any Credit Life Insurance or Credit Accident and Health Insurance, and directs the insurer to make payment thereof directly to Seller to be applied at the option of Seller to the unpaid amounts due hereunder or as may be otherwise required by law. Buyer hereby appoints Seller as Buyer's attorney-in-fact to endorse Buyer's name to any draft or check for such purpose.

If Buyer fails to observe or perform any of the covenants or agreements hereof, or fails to maintain insurance on the Vehicle as agreed, or becomes uninsurable, or if the Vehicle is levied upon, attached or seized under any legal process, or if possession of the Vehicle is taken by a third party, or if Buyer or any of them becomes insolvent, or if any proceeding in bankruptcy, arrangement, receivership or insolvency is filed by or against Buyer or any of them, or if Buyer or any of them makes a general assignment for the benefit of creditors, or upon death of Buyer or any of them, Seller may (a) declare immediately due and payable, without demand or notice, all sums payable under the terms hereof and (b) take immediate possession of the Vehicle with or without process of law, and for such purpose Seller may peaceably enter any premises where the Vehicle is located and take possession of it and anything found in it and retain all payments as compensation for the use fo the Vehicle while in Buyer's possession, subject to the obligations of Seller as set forth herein. Upon repossession, Buyer must send notice by registered mail to Seller within 48 hours thereafter if Buyer claims that any articles not covered by this Contract were in the Vehicle at the time of repossession, failure to do so being a waiver of any subsequent claim therefor.

If the Vehicle is repossessed by legal process, Buyer is liable for such costs of suit and attorney's fees as are provided by the law governing such legal proceedings. If the Vehicle is repossessed otherwise than by legal process: (a) Seller shall furnish Buyer by certified mail with written notice of repossession, as required by law, directed to the last known address of Buyer. (b) Buyer shall be liable for costs of Seller in retaking, storing and repairing the Vehicle only when all the following conditions prevail: (i) when default exceeds 15 days at the time of repossession, (ii) when such costs represent actual, necessary and reasonable expenses incurred by Seller in retaking, storing and repairing the Vehicle, excluding any costs for services of persons who are regular full-time employees of Seller, and (iii) when such costs are supported by receipts or other satisfactory evidence of payment. (c) If repossession is effected in Pennsylvania, Seller shall retain the Vehicle in the county in which it was retaken for 15 days after mailing notice of repossession. If repossession is made outside Pennsylvania, the Vehicle, at the option of Seller, may be retained in the vicinity of retaking for such 15-day period, or may be brought back to the county in Pennsylvania in which it was originally sold to Buyer and retained in that county for the 15-day period. During the 15-day period, or at any time thereafter as permitted by law, Buyer may redeem the Vehicle and terminate this Contract by payment or tender of payment to Seller of the amount required by this Contract and by law.

Upon the happening of any default hereunder Buyer, upon demand by Seller, shall make the Vehicle available to Seller at a place to be designated by Seller which is reasonably convenient to both parties. Seller shall apply the proceeds of any sale or other disposition of the Vehicle, following repossession thereof after default, in accordance with law, including payment of reasonable attorney's fees and legal expenses incurred by Seller. If the proceeds of any such sale or other disposition are insufficient to pay the amounts required by law, Buyer shall be liable for any deficiency, but Buyer shall be entitled to any surplus if one results after lawful application of such proceeds.

Buyer may have the reasonable value of the Vehicle at the time of sale and the reasonableness of the expense of retaking and storing determined in any action brought by Seller to recover a deficiency.

Acceptance of payments in lesser amounts or after they are due shall not constitute a waiver of any of Seller's rights under this Contract, and the waiver of any default shall not operate as a waiver of a subsequent default.

UNLESS SELLER GIVES BUYER A SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer acknowledges notice that the seller of the Vehicle named in the heading on the face side of this Contract will assign this Contract to Mellon Bank, N.A.

NOTICE OF PROPOSED (CREDIT) INSURANCE

The Signer(s) of this Contract hereby take(s) notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person (named as Insured Buyer) signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the Insured Buyer a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

SELLER'S ASSIGNMENT

We hereby assign the within Pennsylvania Motor Vehicle Installment Sale Contract ("Contract"), the security interest created thereby and the Vehicle described therein to Mellon Bank, N.A. ("Bank"), subject to the terms of a certain Automotive Installment Sale Contract Purchase Agreement or Mobile Home Contract Purchase Agreement currently in effect between us and Bank, with full power in Bank in its or our name to take all actions we might have taken save for this assignment. We represent, warrant, covenant and agree as follows: the Contract, including the extension of credit thereunder to Buyer, complies with all laws, regulations and orders, Federal, State or otherwise, each of the "other charges" shown at item 5 in the righthand column on the face side of the Contract was contracted for voluntarily by Buyer, and the amount reflected for each such "other charge" does not exceed the amount which we have expended or will expend therefor, the Contract, including the signatures is genuine and the cash down payment, if any, paid by Buyer as set forth in the Contract was, in fact, paid in cash and not its equivalent and no part thereof was loaned directly or indirectly by us to Buyer; Buyer, at the time of the execution of the Contract, was 18 years of age or older and had legal capacity to contract, at the time of the execution of the Contract, we had good title to the Vehicle, free and clear of all security interests, liens and encumbrances; we have a perfected purchase money security interest in the Vehicle, which interest now is and will continue to be prior to the claims of all other persons to the Vehicle, a certificate of title showing a lien or encumbrance in favor of Bank will be obtained and delivered to Bank; we have been duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have complied with the provisions thereof; to our knowledge Buyer has never violated any laws concerning the transportation of liquor, tobacco or narcotics, we have furnished in writing to the Buyer prior to the execution of the Contract and not later than the date thereof all disclosures required by Regulation Z and the Federal Truth in Lending Act, and the sale evidenced by the Contract was not a "door-to-door sale" as that term is defined in the Federal Trade Commission Trade Regulation Rule titled "Cooling Off Period for Door-to-Door Sales," 16 CFR 429.1.

If any of the foregoing representations or warranties should be untrue, or if we fail to observe or perform any of the foregoing covenants or agreements, or if we shall not fulfill or if Buyer shall at any time assert that we or the manufacturer of the Vehicle have not fulfilled any obligation to Buyer arising under the Contract or otherwise, including without limitation any warranty, express or implied, with respect to the Vehicle, we agree to repurchase the Contract from Bank forthwith upon demand and will pay therefor not less than the unpaid Total of Payments, item (8) on the face side of the Contract, plus any and all costs and expenses paid or incurred by Bank with respect thereto, including without limitation reasonable attorney's fees and court costs actually incurred by Bank. The rights of Bank hereunder shall be cumulative and not exclusive and shall not affect any other right or remedy which it may have, whether under said Automotive Installment Sale Contract Purchase Agreement or Mobile Home Contract Purchase Agreement or otherwise at law or in equity. Bank is hereby authorized to correct patent errors in the Contract and in all other papers executed, endorsed or signed in connection therewith. We waive all demands and notice of default and agree that, without notice to us, Bank may extend, renew or modify the terms of the Contract, or extend time to, or compound, waive or release any rights against, Buyer or any other obligor.

In the event any representation or warranty herein or contained in such Automotive Installment Sale Contract Purchase Agreement or Mobile Home Contract Purchase Agreement should be untrue, or upon our failure to observe or perform any covenant or agreement herein contained, we empower the prothonotary or any attorney of any court of record within the United States or elsewhere to appear for us and, with or without one or more declarations filed, to confess judgment as often as necessary against us in favor of Bank in any such court, as of any term, for the total unpaid Total of Payments, item (8) on the face side of the Contract, plus any and all costs and expenses paid or incurred by Bank with respect thereto, together with costs of suit and [illegible] for collection, with release of all errors.

This assignment shall be legally binding upon us, our heirs, personal representatives, successors and assigns, and shall inure to the benefit of Bank, its successors and assigns.

Dated FEB 21 1979, 19 ____ DON ALLEN CHEVROLET CO. (SEAL)

By [signature] (Owner) (Title)

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE TO A MOTOR VEHICLE OR TRAILER

4,332

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

ACCOUNT CONTROL NUMBER

800 791235300009-71

WISEMAN OIL CORP
524 PENN AVE
PITTSBURGH PA 15222

CODE LEGEND
A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = ELECTRIC VEHICLE
F = OUT OF STATE VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED VEHICLE
T = OVERSIZE TIRES

TITLE NUMBER	YEAR	MAKE OF VEHICLE	TYPE	CODES
A31347307	79	CHEVROLET	TK	

VEHICLE IDENTIFICATION NUMBER	MAX GROSS VEHICLE WEIGHT	MAX GROSS COMB. WEIGHT	TIRES
CKL249F335775	7,000		

DATE OF ISSUE	DATE ORIG. TITLE			SEAT CAP	DOOMETER THOUSAT PURCH
05-09-79	03-20-79				

The motor vehicle or trailer described hereon is subject to the following liens:

FIRST LIEN $8,679.84 LIEN RELEASED

FAVOR OF DATE

MELLON BANK NA
PENN HALL
PENN CIRCLE SOUTH
PITTSBURGH PA 15206

LIEN HOLDER

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN $1,700,000.00 LIEN RELEASED

FAVOR OF DATE

EQUIBANK NA
TWO OLIVE PLAZA
COMM LOAN ADJUSTMENT
PITTSBURGH PA 15268

LIEN HOLDER

BY

AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Thomas D. Larson
Secretary of Transportation

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BPDR 0005873

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: WISEMAN OIL COMPANY,	)	Case No. 81-3367
	)	Chapter 11
Debtor	)	

NOTICE OF APPLICATION TO DIRECT TRUSTEE TO ABANDON PROPERTY OF ESTATE

Notice is hereby given that:

Mellon Bank, N.A., applicant, has requested the Court to direct Debtor-in-possession to abandon certain property to-wit:

One (1) 1979 Chevrolet Pick-up Truck, Manufacturer's Serial No. CKL249F335775.

It has been alleged that this property has a present market value of approximately $3,775.00 and is encumbered to Mellon Bank, N.A., for approximately $3,175.57, which represents the actual payoff due on said property as of January 20, 1982.

It is further alleged that there is also a second encumbrance in favor of Equibank in the amount of $1,700,000.00

It has also been alleged that this property has no value for the estate. Said abandonment will take place 15 days from the date of this notice unless a written request for a hearing is filed with the Court.

Notice is further given that entry of an Order for Abandonment will operate as relief from stay as provided by the Bankruptcy Code.

Dated at Pittsburgh, Pennsylvania
this 16th day of February, 1982.

DAVIS & MAZZOTTA, P.C.

By [signature]
Attorneys for Mellon Bank, N.A.

BPDR 0005874

Exhibit A

CERTIFICATION OF SERVICE

The undersigned hereby certifies that on the 16th day of February, 1982, copies of the Notice, the within Creditor's Application for Abandonment, and copies of the related security documents, were sent by ordinary mail to Equibank and to the Debtor's attorney of record in this matter. A true and correct copy of the Notice advising that Equibank and the Debtor's attorney have 15 days from the date of mailing to file Objections is attached and marked Exhibit "A". Notice is also being given to all parties listed on the mailing matrix.

DAVIS & MAZZOTTA, P.C.

By: Gary A. Olson
Attorneys for Mellon Bank, N.A.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: WISEMAN OIL COMPANY,	)	Case No. 81-3367
	)	Chapter 11
Debtor	)	

ORDER OF COURT

AND NOW, to-wit, this _____ day of _____, 1982, on consideration of the Application of Mellon Bank, N.A. for an Order of Abandonment with no objections having been filed after notice to interested parties had been served, it is hereby ordered, adjudged, and decreed that One (1) 1979 Chevrolet Pick-up Truck, Manufacturer's Serial No. CKL249F335775 be and hereby is abandoned as an asset of the Debtor's estate to Mellon Bank, N.A. and that Mellon Bank, N.A. is granted relief from stay as to any act against the above described property authorized by non-bankruptcy law.

By the Court:

_____J.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA
Case No. 81-3367

IN RE: WISEMAN OIL COMPANY,

Debtor

ABANDONMENT

DAVIS & MAZZOTTA, P.C.
ATTORNEYS AT LAW
212 FRICK BUILDING
PITTSBURGH, PENNA. 15219
471-8338

I hereby certify the within to be a true and correct copy of the original filed in this
DAVIS & MAZZOTTA, P.C.
Attorneys for

BPDR 0005877

United States Bankruptcy Court

For the WESTERN District of PENNSYLVANIA

IN THE MATTER OF:

WISEMAN OIL CO., INC.,

Debtor.

BANKRUPTCY No. 81-3367

* * * * * * * * * * * * * * * * * *

ADVERSARY NO. 82-118

EQUIBANK,

Plaintiff.

v.

WISEMAN OIL CO., INC.,

Defendant

SUMMONS AND NOTICE OF TRIAL *or* *Pre-Trial Conference*

To the above-name defendant:

You are hereby summoned AND REQUIRED TO SERVE upon Robert G. Sable, Esq. , plaintiff's attorney, whose address is 710 5th Ave., Suite 3000, Pgh., PA 15219 A MOTION OR AN ANSWER* to the complaint which is herewith served upon you, ON OR BEFORE FEBRUARY 19, 1982 , AND TO FILE THE MOTION OR ANSWER WITH THIS COURT not later than the second business day thereafter. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU for the relief demanded in the complaint.

YOU ARE HEREBY NOTIFIED THAT TRIAL OF THE PROCEEDING COMMENCED BY THIS COMPLAINT ~~[illegible]~~ HAS BEEN SET FOR FEBRUARY 23, 1982 , at 9:30 o'clock a .m., in 1605 - 07 FEDERAL BUILDING, 1000 LIBERTY AVE., PITTSBURGH, PA. 15222

Theodore S. Hopkins

Clerk of Bankruptcy Court
THEODORE S. HOPKINS

By: [illegible]

Deputy Clerk

[*Seal of the U.S. Bankruptcy Court*]

Date of issuance: JANUARY 28, 1982

BPDR 0005878

*If you make a motion, as you may in accordance with Bankruptcy Rule 712, that rule governs the time within which your answer must be served.

LAW OFFICES

LAMPL, SABLE & MAKOROFF

SUITE 3000

710 FIFTH AVENUE

PITTSBURGH, PA. 15219-3088

(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

February 26, 1982

Gary P. Nelson, Esq.
Davis & Mazzotta, P.C.
212 Frick Building
Pittsburgh, PA 15219

Re: Mellon Bank vs Wiseman Oil Co.

Dear Mr. Nelson:

A copy of your Application to Abandon filed on behalf of Mellon Bank has been forwarded to us by Equibank, whom we represent in this matter. We do not intend to object to the abandonment, provided that Mellon Bank gives notice to us before making any disposition of the collateral so that Equibank may protect its interest in the equipment.

If this understanding is not satisfactory to you, please advise me so that we may enter a proper objection with the Bankruptcy Court.

Very truly yours,

Robert G. Sable

Robert G. Sable

cc: Mr. William M. Densmore
Equibank, N.A.

HAND DELIVERED

LAW OFFICES

LAMPL, SABLE & MAKOROFF

SUITE 3000

710 FIFTH AVENUE

PITTSBURGH, PA. 15219-3088

(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

February 26, 1982

FEB 26 1982

B. A. Karlowitz, Esq.
Berkman, Ruslander, Pohl,
Lieber & Engel
Twentieth Floor
Frick Building
Pittsburgh, PA 15219

Re: Equibank - Wiseman Oil Co., Inc.
Bankruptcy No. 81-3367

Dear Mr. Karlowitz:

As of the date of this letter, I have examined the files of Equibank in reference to the above-captioned matter. These files are open for your examination with the exception of correspondence between myself and Equibank which is privileged.

Please notify me prior to your examination so that proper arrangements can be made.

Very truly yours,

Robert G. Sable

Robert G. Sable

cc: Mr. William M. Densmore
Equibank, N.A.

The Honorable Joseph L. Cosetti
Bankruptcy Judge

LAW OFFICES
LAMPL, SABLE & MAKOROFF
SUITE 3000
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3088
(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

EQUIBANK
Comm. Loan Adj.

February 17, 1982

HAND DELIVERED

B.A. Karlowitz, Esq.
BERKMAN, RUSLANDER, POHL,
LIEBER & ENGEL
20th Floor-Frick Bldg.
Pittsburgh, PA 15219

In re: EQUIBANK - WISEMAN OIL COMPANY

Dear Mr. Karlowitz:

Enclosed is a copy of a Petition for the Appointment of a Trustee. You will note that a hearing date of March 3, 1982 at 1:30 p.m. has been scheduled before the Honorable Joseph L. Cosetti.

Very truly yours,

LAMPL, SABLE & MAKOROFF

Robert G. Sable

RGS/gp
Enclosure

cc: Douglas Campbell, Esq. (w/enc.)
William Densmore, Vice Pres./Equibank

LAW OFFICES

LAMPL, SABLE & MAKOROFF

SUITE 3000

710 FIFTH AVENUE

PITTSBURGH, PA. 15219-3088

(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

FEB - 1 1982
EQUIBANK
Comm. Loan Adj.

January 29, 1982

B.A. Karlowitz, Esq.
BERKMAN, RUSLANDER, POHL,
LIEBER & ENGEL
20th Floor
Frick Building
Pittsburgh, PA 15219

In re: EQUIBANK vs. WISEMAN OIL CO., INC.
Adversary No. 82-118

Dear Mr. Karlowitz:

Enclosed is another copy of the Complaint for Relief From Stay we have filed on behalf of Equibank as well as a copy of a Summons and Notice of Trial.

Very truly yours,

LAMPL, SABLE & MAKOROFF

Robert G. Sable

RGS/gp

Enclosure

cc: William M. Densmore,
Vice Pres. of Equibank

OFFICE OF THE PROTHONOTARY
ALLEGHENY COUNTY
CASHIER'S RECEIPT 2054

NO. GD78-13804 TERM 19

2/23 19 82

EQUIBANK
VS.
WISEMAN

ORIGINAL
(Red)

FROM WHOM RECEIVED

ASSUMPSIT	$	
D. S. B.		
EQUITY		
EXECUTION		
FICT. NAME		
FINANCING STAT.		
MECH. LIEN		
ORDER		
TRANSCRIPT		
TRESPASS		
JUDGMENT		
BH	$	5.25

DEPUTY

FORM 46 PRO REV 2

LAW OFFICES

LAMPL, SABLE & MAKOROFF

SUITE 3000

710 FIFTH AVENUE

PITTSBURGH, PA. 15219-3066

(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

February 26, 1982

Mr. William M. Densmore
Vice President
Commercial Loan Adjustment
Equibank, N.A.
Two Oliver Plaza
Pittsburgh, PA 15222

Re: Equibank vs Joseph Wiseman
and Ruth Wiseman
GD78-13804

Dear Mr. Densmore:

Enclosed is a receipt from the Office of the Prothonotary of Allegheny County evidencing the fact that the judgment of revival was entered against Joseph Wiseman and Ruth Wiseman in the sum of $500,000 on February 23, 1982.

Very truly yours,

Robert G. Sable

Robert G. Sable

Enclosure

B O F 27A
(Rev. 10/79)

United States Bankruptcy Court

For the WESTERN District of PENNSYLVANIA

WISEMAN OIL COMPANY, INC.,

Debtor

No. 81-3367

EQUIBANK,

Plaintiff,

v.

Adversary No. 82-118

WISEMAN OIL COMPANY, INC.,

Defendant

SUBPOENA TO WITNESS

To WILLIAM DENSMORE :

You are hereby commanded to appear at the office of The Honorable Joseph L. Cosetti, United States Bankruptcy Judge, on February 23, 1982 at 9:30 o'clock A .m., to testify in the above-entitled adversary proceeding [*add if appropriate*] and to bring with you all documents set forth in Exhibit "1" attached hereto.

Theodore A. [illegible]

Clerk of Bankruptcy Court

By: Susan O'Leary

Deputy Clerk

[*Seal of the U.S. Bankruptcy Court*]

Date of issuance: February 22, 1982

BPDR 0005885

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:	) Proceedings Under Chapter 11
WISEMAN OIL COMPANY, INC.	)
Debtor	) Bankruptcy No. 81-3367
EQUIBANK,	)
Plaintiff	)
vs.	) Adversary No. 82-118
WISEMAN OIL COMPANY, INC.,	)
Defendant	)

REQUEST FOR THE PRODUCTION OF DOCUMENTS

Pursuant to Bankruptcy Rule 734 and the Federal Rules of Civil Procedure, Defendant, Wiseman Oil Company, Inc. requests Equibank, the above-named Plaintiff, to produce the following documents for purposes of inspection and copying at 10:00 A.M. on March 25, 1982 in the offices of Berkman Ruslander Pohl Lieber & Engel.

I. DEFINITIONS

1. As used herein, the term "document" or "documents" shall mean the original and all drafts of written, printed,

BERKMAN RUSLANDER
POHL LIEBER & ENGEL
10TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA
15219

EXHIBIT "1"

typed or other graphic or mechanically recorded matter of any kind or nature, however produced or reproduced.

2. As used herein, the term "communication" means any transmission of thought, opinions or information by speech, writing or sign.

3. The words "identify" and "identity", when used with respect to a person or persons, mean to state the full name and present or last known residence and business address of such person or persons, and, if a natural person, his present or last known job title, the name and address of his present or last known employer, and his affiliation with any party to this action.

4. As used herein, the words "identify" and "identity", when used with respect to a document or documents, mean to describe the document or documents by date; subject matter; name of person that wrote or otherwise participated in the creation of the document or documents; the name of the addressees or recipients; and the name and address of each person known to have possession of said documents.

5. As used herein, the word "Equibank" shall mean Equibank, a Pennsylvania banking institution, with offices located at 2 Oliver Plaza, Pittsburgh, Pennsylvania 15222, its attorneys, or any other person acting on its behalf.

6. As used herein, the word "Debtor" shall mean Wiseman Oil Company, Inc., a corporation with its principal

BERKMAN RUSLANDER
POHL LIEBER & ENGEL
10TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA
15219

BPDR 0005887

place of business located at 84 Montour Road, Coraopolis, Pennsylvania 15108.

7. As used herein, the word "Wisemans" shall mean Joseph Wiseman and Ruth Wiseman, individuals residing at 538 North Neville Street, Pittsburgh, Pennsylvania 15213.

8. As used herein, the word "Plant" shall refer to the oil re-refining plant owned and operated by Debtor and located in Coraopolis, Pennsylvania, including, inter alia, all buildings, machinery, piping systems, tanks or other improvements and additions thereto or erected thereon.

II. INSTRUCTIONS

1. Unless otherwise specified, this request pertains to the time period from July 1, 1977 to the present.

2. If any document is withheld from production on the grounds that it is privileged, or that it constitutes an attorney's work product, describe each such document by indicating to counsel for Debtor:

(1) the type of document involved;

(2) the identity of the individual preparing the document;

(3) the identity of each recipient of the document;

(4) the subject matter of the document;

(5) the date of the document;

BERKMAN RUSLANDER
POHL LIEBER & ENGEL
6TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA
15219

BPDR 0005888

(6) the custodian and designation of the file in which each copy of the document was located; and

(7) the basis upon which the document is being withheld.

3. Where appropriate, the singular shall mean the plural and vice versa.

4. These requests shall be continuing so as to require you to supplement your production in a timely fashion upon the discovery or creation of other documents coming within the terms of these requests between the time of your initial response hereto and final judicial determination of this action.

III. DOCUMENTS TO BE PRODUCED

1. All documents which refer or relate to all loan transactions between Equibank, Debtor and/or Wisemans.

2. All documents which constitute, refer or relate to any loan agreements between Equibank, Debtor and/or Wisemans.

3. All documents which constitute, refer or relate to any security agreements between Equibank, Debtor and/or Wisemans.

4. All documents which constitute, refer or relate to any mortgages or pledges of property entered into between Equibank, Debtor and/or Wisemans.

BERKMAN RUSLANDER
POHL LIEBER & ENGEL
10TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA
15219

BPDR 0005889

5. All documents which constitute, refer or relate to all appraisals or valuations of the Plant and other assets of the Debtor.

6. All documents and communications which constitute, relate or refer to any actions of Equibank's loan committee with respect to all loan transactions between Equibank, Debtor and/or Wisemans.

7. All documents which constitute, refer or relate to Equibank's loan and/or credit files pertaining to all loan transactions between Equibank, Debtor and/or Wisemans.

Respectfully submitted,

BERKMAN RUSLANDER POHL LIEBER & ENGEL

By _____
B. A. Karlowitz

By _____
Robert T. Harper
Attorneys for Wiseman Oil Co., Inc.

BERKMAN RUSLANDER
POHL LIEBER & ENGEL
6TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA
15219

BPDR 0005890

LAW OFFICES
LAMPL, SABLE & MAKOROFF
SUITE 3000
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3066
(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

RECEIVED
JAN 15 1982
EQUIBANK
Comm. Loan Adj.

January 14, 1982

B.A. Karlowitz, Esq.
BERKMAN, RUSLANDER, POHL,
LIEBER & ENGEL
20th Floor
Frick Building
Pittsburgh, PA 15219

HAND DELIVERED

In re: EQUIBANK - WISEMAN OIL COMPANY

Dear Mr. Karlowitz:

Enclosed is a copy of a Complaint for Relief From Stay which I intend to file on behalf of Equibank in the Wiseman Oil matter. Also enclosed is a proposed Order of Court which will permit Equibank to take possession of the premises but preserving the Debtor's rights in the event that a sell is proposed.

If it is satisfactory, please advise me so that we may arrange to meet with Judge Cosetti to have the Order executed.

Very truly yours,

LAMPL, SABLE & MAKOROFF

Robert G. Sable

RGS/gp
Enclosure

cc: Douglas Campbell, Esq.,
Attorney for Creditors' Committee
H.P. Pernisek, Senior Vice Pres.
of Equibank

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:	) Bankruptcy No. 81-3367
WISEMAN OIL COMPANY, INC.,	) Chapter 11
Debtor.	) Judge Cosetti

* * * * * * * * * * * * * * * *

EQUIBANK,	)
Plaintiff,	)
vs.	) Adversary No.
WISEMAN OIL COMPANY, INC.,	)
Defendant.	)

ORDER OF COURT

AND NOW at Pittsburgh, this _____ day of January, 1982, after notice to counsel for the Debtor and counsel for the Creditors' Committee and a hearing, it is ORDERED that Equibank is granted relief rom the automatic stay of Section 362 of the Bankruptcy Code and said stay is terminated as to Equibank under the conditions hereinafter set forth.

Equibank is granted the right to take immediate possession of the following assets of the Debtor: (1) all inventory; (2) accounts receivable: (3) choses in action; (4) equipment; (5) machinery; (6) fixtures; (7) all motor vehicles on which Equibank holds an encumbrance; and (8) all of proceeds of said collateral, and the Debtor and all other persons having possession of said assets of the Debtor are directed to turn over to Equibank the following assets of the Debtor: (1) all inventory; (2) accounts receivable; (3) choses in action; (4) equipment; (5) machinery; (6) motor vehicles; and (7) fixtures.

In order to protect and preserve the assets of the Debtor and to provide adequate protection to Equibank as a secured creditor, Equibank is authorized to advance a sum not in excess of $100,000.00 for the protection and preservation of the property of the estate. Equibank is hereby authorized to expend said funds for utility charges, security, repairs, maintenance, personnel, including reasonable charges of R.P. Robosson and Walter Procht, storage charges, transportation costs and any and all other expenses reasonably necessary to preserve and protect the Debtor's assets and premises and to procure investors in and/or purchasers of the Debtor's assets. The sums so advanced by Equibank shall be treated as an administrative loan in this proceeding and shall be considered part of the adequate protection necessary to preserve Equibank's rights and Equibank shall have in addition to its other rights hereunder, a priority under Section 507(b) of the Bankruptcy Code. The sums so advanced shall have a first priority over any and all other claims in this proceeding whether in the Chapter 11 or in a proceeding under Chapter 7 of the Bankruptcy Code which may ensue. The sums advanced by Equibank shall bear interest at the rate of prime plus one percent from the date of the advance of said funds until the date of payment.

Notwithstanding the exclusive right of Equibank to control the Debtor's assets, Equibank shall not sell or dispose of said assets, except inventory which may be sold with the Debtor's consent, except upon notice and a hearing in this Court which notice and a hearing shall include notice to the Debtor and notice to all creditors. The

BPDR 0005893

Debtor's officers shall have reasonable access to the premises of the Debtor but shall not sell or dispose of any of the Debtor's assets without further Order of Court.

BY THE COURT:

Joseph L. Cosetti,
Bankruptcy Judge

CONSENTED TO:

B.A. Karlowitz, Attorney
for Wiseman Oil Company,
Inc., Debtor

Robert G. Sable,
Attorney for Equibank

BY:
Douglas A. Campbell,
Attorney for the
Creditors' Committee

BPDR 0005894

RECEIVED JAN 19 1982

T. LAWRENCE PALMER
ATTORNEY AT LAW

120 MEADOWVIEW DRIVE
WEXFORD, PENNSYLVANIA 15090
(412) 935-3818

January 16, 1982

Robert T. Harper, Esquire
BERKMAN RUSLANDER POHL LIEBER & ENGEL
20th Floor, Frick Building
Pittsburgh, Pennsylvania 15219

Re: Wiseman Oil Company, Inc.
Bankruptcy No. 81-3367
Account No. K11-785660-0 and
K11-189512-1

Dear Mr. Harper:

We are counsel to Duquesne Light Company in connection with the above matter.

As you are aware, Duquesne Light Company is an unsecured creditor for service prior to the petition date, and an administrative creditor for electrical service during the operation of the Chapter 11, beginning at the petition date and continuing to the present time. New account numbers and separate billings to the D I P are under preparation. We are quite aware of the law as to turn-off for the prior delinquency and obviously we will obey the stay order as to those matters.

I am sure you are also aware of the law as to the D I P account for utility service. The stay order requires you to pay utility bills currently. Under the P.U.C. regulations, and under the applicable decisions of the Bankruptcy Court, you are required to make a deposit to secure future payment as "adequate security" for the administrative expenses. That security can be either twice the average month's bill as approved by the P.U.C. and this court in some matters, in this case approximately $10,000, or one month's average bill, $5,000 and an Order of the Bankruptcy Court making the second month's deposit a "super priority" administrative expense ahead of even attorneys' fees.

If the current D I P bill from petition date to first D I P billing is paid upon receipt, and if the "adequate security" is received, either in cash or cash and the appropriate super priority

order, Duquesne Light will continue to service its new customer, the Debtor in Possession. If both are not received, service to the Debtor in Possission will be immediately terminated. I am sure you are also aware that new service to the Debtor in Possession is not covered by the stay order applicable to the old customer, the Debtor, in the event adequate security is not posted.

We will require the adequate security to be posted by January 23 1982 or service will be terminated at that time.

If you have any questions, contact me by telephone. This is not the time of year to do without electrical service because of failure to post adequate security so as to operate as a D I P.

Very truly yours,

T. Lawrence Palmer

TLP/sp

cc: Mike Magrini

LAW OFFICES
LAMPL, SABLE & MAKOROFF
SUITE 3000
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3088
(412) 471-4996

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

ORIGINAL (Red)

RECEIVED APR 13 1982 EQUIBANK Comm. Loan Adj.

April 12, 1982

B.A. Karlowitz, Esq.
BERKMAN, RUSLANDER, POHL,
LIEBER & ENGEL
20th Floor - Frick Bldg.
Pittsburgh, PA 15219

Douglas A. Campbell, Esq.
CAMPBELL & LEVINE
220 Grant Street
Pittsburgh, PA 15219

In re: EQUIBANK vs. WISEMAN OIL CO., INC.

Gentlemen:

Please be advised that the hearing on the captioned matter that was scheduled for April 27, 1982 at 11:30 a.m. has been rescheduled for April 29, 1982 at 10:00 a.m.

Very truly yours,

LAMPL, SABLE & MAKOROFF

F. Scott Gray

F. Scott Gray

FSG/gp

cc: [redacted]

LAW OFFICES
LAMPL, SABLE & MAKOROFF
SUITE 3000
710 FIFTH AVENUE
PITTSBURGH, PA. 15219-3088
(412) 471-4000

SANFORD M. LAMPL
ROBERT G. SABLE
STANLEY G. MAKOROFF
STEPHEN J. LAIDHOLD
MARK L. GLOSSER
MARY ANNE MCKEEN
F. SCOTT GRAY

FILED
APR 13 1982
EQUIBANK
Comm. Loan Adj.

April 12, 1982

PATRICK H. AUTRY, ESQ.
Berkman, Ruslander, Pohl
Lieber & Engel
20th Floor-Frick Building
Pittsburgh, PA 15219

DOUGLAS A. CAMPBELL, ESQ.
Campbell & Levine
220 Grant Street
Pittsburgh, PA 15219

In re: WISEMAN OIL COMPANY, INC.

Gentlemen:

Enclosed is a true and correct copy of Equibank's Answer to Petition for Extension of Time in Which to File a Plan of Reorganization.

Very truly yours,

LAMPL, SABLE & MAKOROFF

F. Scott Gray

F. Scott Gray

FSG/gp

Enclosure

cc: William M. Densmore

RPDR 0001808

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	)	
	)	
WISEMAN OIL COMPANY, INC.	)	Bankruptcy No. 81-3367
	)	Chapter 11
Debtor.	)	

ANSWER TO PETITION FOR EXTENSION
OF TIME IN WHICH TO FILE A PLAN OF REORGANIZATION

AND NOW comes Equibank by its attorneys Lampl, Sable and Makoroff and files this Answer to the Petition for Extension of Time in Which to File a Plan of Reorganization.

ANSWER

1. Paragraph 1 of the Petition is admitted.

2. Paragraphs 2 and 3 are conclusions of law to which no response is necessary.

3. Paragraphs 4, 5, 6, 7, 8 and 9 are allegations to which Equibank is without knowledge or sufficient information in order to form a belief as to the truth of these allegations and therefore denies the same paragraphs.

4. Paragraphs 10, 11 and 12 are denied.

FIRST AFFIRMATIVE DEFENSE

5. The Petition fails to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

6. Wiseman Oil Company, Inc. is not an unusually large nor unsually complex case warranting an extension of time beyond which is provided for under Section 1121(b) of the Bankruptcy Code.

THIRD AFFIRMATIVE DEFENSE

7. Wiseman Oil Company, Inc. is incapable of setting forth a Plan within the allotted 120 days or an additional 90 days

because of the managements inability and incompetence in managing and operating Wiseman Oil Company, Inc. Thus, the present management will be incapable of providing a plan within the requested time for filing an exclusive plan.

FOURTH AFFIRMATIVE DEFENSE

8. Allowing an additional time period for the exclusive filing of a plan by Wiseman Oil Company, Inc. severely prejudices the rights of all creditors, particularly Equibank.

The debtor has demonstrated it cannot continue operations and preserve and protect the assets as is necessary. This was demonstrated by Equibank having to lend an additional $50,000.00 on a super priority basis while the debtor was in its bankruptcy proceeding because the debtor did not possess the ability to pay such ordinary items as heat and light.

Any further delay allowed the debtor will further deteriorate the assets of Wiseman Oil Company, Inc. and block all legitimate attempts to rehabilitate the debtor and provide an expeditious end to these proceedings.

FIFTH AFFIRMATIVE DEFENSE

9. Denial of an additional exclusive time period does not prejudice Wiseman Oil Company, Inc.'s rights. Wiseman Oil Company, Inc. may still file a plan beyond the 120 day period.

WHEREFORE, Equibank respectfully requests that this Honorable Court deny any Order granting an extension of any time period to Wiseman Oil Company, Inc. in which it would have the exclusive right to file a Plan of Reorganization.

Respectfully submitted,
LAMPL, SABLE & MAKOROFF

By F. Scott Gray
F. Scott Gray, Esquire

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Equibank's Answer to Petition for Extension of Time in Which to File a Plan of Reorganization was mailed to the below-listed parties by U.S. First Class mail, postage prepaid on the 12th day of April, 1982.

Douglas A. Campbell, Esq.
CAMBELL & LEVINE
220 Grant Street
Pittsburgh, PA 15219
Attorney for Creditors' Committee

and

Patrick A. Autry, Esq.
BERKMAN, RUSLANDER, POHL, LIEBER & ENGEL
20th Floor
Frick Building
Pittsburgh, PA 15219
Attorney for Wiseman Oil Co., Inc.

BY: F. Scott Gray
F. Scott Gray, Attorney
for Equibank

BRESLUBE ENTERPRISES

LIMITED PARTNERSHIP AMENDING AGREEMENT

THIS AGREEMENT made as of the 30th day of November, 1983,

A M O N G:

BRESLUBE INDUSTRIES LIMITED, a corporation incorporated under the laws of Canada

(hereinafter sometimes referred to as "Industries")

OF THE FIRST PART

81562 CANADA LIMITED, a corporation incorporated under the laws of Canada

(hereinafter sometimes referred to as "81562")

OF THE SECOND PART

MARTIN IMPORT INC., a corporation incorporated under the laws of the Province of Quebec

(hereinafter sometimes referred to as "Martin")

OF THE THIRD PART

L & R SCHOFIELD HOLDINGS INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter sometimes referred to as "Schofield")

OF THE FOURTH PART

559592 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter sometimes referred to as "Wagner")

OF THE FIFTH PART

125722 CANADA LIMITED, a corporation incorporated under the laws of Canada

(hereinafter sometimes referred to as "Chalhoub")

OF THE SIXTH PART

WHEREAS:

(a) Industries, as general partner, and 81562, Martin, Schofield and Wagner as limited partners have entered into a limited partnership agreement dated as of the day of August, 1983 (hereinafter sometimes referred to the "Agreement") which amended the original limited partnership agreement and substituted therefor the provisions of the Agreement so that the Partnership (which term, together with all other capitalized terms as used in this amending agreement is defined either herein or in the Agreement) is now governed by the terms and conditions set forth in the Agreement.

(b) The Declaration was amended and the changes provided for in the Agreement took effect on September 30, 1983, the date the Declaration of change was filed with the Registrar of Partnerships, Companies Services Branch, Ministry of Consumer and Commercial Relations, Toronto, Ontario.

(c) Martin has exercised its option, granted pursuant to Section 6.6 of the Agreement, to sell its 12.75% interest in the Partnership and the General Partner has directed and by this amending agreement does hereby direct that such interest shall be purchased by the General Partner, as to 7.75% (i.e. 60.8% of the 12.75%) and by Chalhoub, as to 5% (i.e. 39.2% of the 12.75% interest).

(d) The parties hereby wish to enter into this amending agreement in order to document the transfer of the interest in the Partnership previously held by Martin, to make certain changes in the Agreement and to confirm the changes made to the Partnership so that the Partnership shall thereafter be governed by the terms and conditions set forth in the Agreement as hereby amended.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration (the sufficiency and receipt whereof is hereby acknowledged) the parties hereto covenant and agree as follows:

ARTICLE I

TRANSFER OF MARTIN INTEREST

1.1 Transfer Confirmation - Martin hereby acknowledges and confirms that it has exercised its option contained in Section 6.6 of the Agreement and, upon the direction of the General Partner, transferred its 12.75% interest in the Partnership unto the following:

Industries	-	7.75%
Chalhoub	-	5.00%

being all of Martin's right, title and interest in and to its 12.75% interest in the Partnership.

1.2 Transfer Documentation - The General Partner hereby acknowledges and confirms that it has received the declaration and assignment required by the provisions of Section 6.3(a) and (b) of the Agreement and that this amending agreement satisfies the requirements of Section 6.3(c) of the Agreement.

1.3 Substituted Limited Partner - The General Partner hereby covenants to amend the Declaration and make any and all necessary filings to record the assignment of the Martin interest in the Partnership and to provide that Chalhoub shall become a substituted Limited Partner.

ARTICLE II

MARTIN ACKNOWLEDGEMENTS

2.1 Not Limited Partner - Martin hereby acknowledges and confirms that pursuant to Section 6.3 of the Agreement and the provisions of Article I above, Martin shall cease to be a Limited Partner in the Partnership.

2.2 Liabilities - Martin hereby acknowledges and confirms that it shall remain liable for any and all matters arising while it was a Limited Partner as provided in the Act and Section 6.3 of the Agreement.

2.3 Non-Competition Covenants - Martin hereby acknowledges and confirms that the non-competition covenant provided for in Section 6.2 of the Agreement shall be applicable for the period of two years from the date hereof as provided therein.

ARTICLE III

CHALHOUB ACKNOWLEDGEMENTS

3.1 Agreement Binding - Chalhoub hereby acknowledges having received and reviewed a notarial copy of the Agreement and, as required by Section 6.3(c), hereby agrees in writing to be bound by the provisions of the Agreement and to assume its proportionate share of the obligations of Martin under the Agreement from the date hereof.

3.2 Substituted Limited Partner - Chalhoub hereby acknowledges that it shall be a substituted Limited Partner and shall have all of the rights and liabilities of the assigned interest in the Partnership acquired by it (including without limitation the right to assign its interest in the Partnership in accordance with the Agreement).

3.3 Power of Attorney - For greater certainty, Chalhoub hereby irrevocably nominates, constitutes and appoints the General Partner to act as its true and lawful attorney on its behalf with full power and authority in its name to execute and record on file as and where required:

(a) the Agreement, the Declaration, any amendment to the Declaration, any instrument required to continue and keep in good standing the Partnership as a limited partnership and any other instrument required by law;

(b) any instrument to amend the Agreement in accordance with the terms thereof;

(c) any instrument required in connection with the dissolution and termination of the Partnership;

(d) any instrument required in connection with any election that may be made under the Income Tax Act of Canada; and

(e) such documents on behalf and in the name of the Partnership as may be necessary to give effect to the business of the Partnership and to the Agreement.

ARTICLE IV

INDUSTRIES ACKNOWLEDGEMENTS

4.1 Not Limited Partner - Industries hereby acknowledges that it continues to be bound by the provisions of the Agreement and that it is acquiring the 7.75% interest in the Partnership as an addition to its existing 14.6625% interest in the Partnership as the General Partner and not as a Limited Partner in the Partnership and that it agrees to assume its proportionate share of the obligations of Martin under the Agreement from the date hereof.

ARTICLE V

SHARING RATIOS

5.1 New Sharing Ratios - The parties hereto hereby confirm that as of the date hereof and the filing of the Declaration of Change referred to in Article I the Partners shall be Industries, as the General Partner, and Chalhoub, 81562, Schofield and Wagner as the Limited Partners and, pursuant to Section 8.2 of the Agreement, do now by this amending agreement or instrument in writing unanimously agree that the Sharing Ratios as defined in Section 8.2 of the Agreement shall be changed effective as of the date of the filing of such Declaration of Change to the following:

(a) To the General Partner, 22.4125%;

(b) To Chalhoub, 5.00%;

(c) To 81562, 12.75%;

(d) To Schofield, 49.00%;

(e) To Wagner, 10.8375%.

ARTICLE VI

CONTINUATION OF PARTNERSHIP

6.1 Permitted Changes - The parties hereto confirm that, as provided in Section 11.2 of the Agreement, the Partnership shall not be dissolved or terminated by the admission of Chalhoub as a new Limited Partner, by the withdrawal of Martin as a Limited Partner or upon the sale, assignment or transfer

ARTICLE V*

LIMITED PARTNERS

5.2* Right to Purchase Interest of Chalhoub - The parties hereby amend Section 6.5 of the Agreement by adding thereto the following paragraph:

"In the event that Lise Chalhoub shall cease to be the person actively directing the affairs of Chalhoub, on the account of death or any other reason, then the General Partner or the Partnership, having agreed by Special Resolution, shall have the option, within 180 days of such event, to purchase the interest of Chalhoub and Chalhoub shall sell the same upon the terms and conditions agreed upon provided however that the purchase price and terms of payment shall, unless otherwise agreed, be as determined in accordance with the provisions of Sections 4.6 and 4.7 which shall apply mutatis mutandis, except that the Partnership shall pay all costs, fees, disbursements and related expenses referred to therein."

of the interest of Martin in the Partnership to Chalhoub and to the General Partner.

6.2 Agreement - Except as amended by this agreement the parties hereby confirm that all the provisions contained in the Agreement shall continue in full force and effect unamended to govern the affairs of the Partnership and the Partners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BRESLUBE INDUSTRIES LIMITED
By:
c/s

81562 CANADA LIMITED
By:
c/s

MARTIN IMPORT INC.
By:
c/s

L & R SCHOFIELD HOLDINGS INC.
By:
c/s

559592 ONTARIO INC.
By:
c/s

125722 CANADA LIMITED
By:
c/s

BRESLUBE ENTERPRISES

LIMITED PARTNERSHIP AMENDING AGREEMENT

THIS AGREEMENT made as of the 30th day of November, 1983,

A M O N G:

BRESLUBE INDUSTRIES LIMITED, a corporation incorporated under the laws of Canada

(hereinafter sometimes referred to as "Industries")

OF THE FIRST PART

81562 CANADA LIMITED, a corporation incorporated under the laws of Canada

(hereinafter sometimes referred to as "81562")

OF THE SECOND PART

MARTIN IMPORT INC., a corporation incorporated under the laws of the Province of Quebec

(hereinafter sometimes referred to as "Martin")

OF THE THIRD PART

L & R SCHOFIELD HOLDINGS INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter sometimes referred to as "Schofield")

OF THE FOURTH PART

559592 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter sometimes referred to as "Wagner")

OF THE FIFTH PART

125722 CANADA LIMITED, a corporation incorporated under the laws of Canada

(hereinafter sometimes referred to as "Chalhoub")

OF THE SIXTH PART

WHEREAS:

(a) Industries, as general partner, and 81562, Martin, Schofield and Wagner as limited partners have entered into a limited partnership agreement dated as of the day of August, 1983 (hereinafter sometimes referred to the "Agreement") which amended the original limited partnership agreement and substituted therefor the provisions of the Agreement so that the Partnership (which term, together with all other capitalized terms as used in this amending agreement is defined either herein or in the Agreement) is now governed by the terms and conditions set forth in the Agreement.

(b) The Declaration was amended and the changes provided for in the Agreement took effect on September 30, 1983, the date the Declaration of change was filed with the Registrar of Partnerships, Companies Services Branch, Ministry of Consumer and Commercial Relations, Toronto, Ontario.

(c) Martin has exercised its option, granted pursuant to Section 6.6 of the Agreement, to sell its 12.75% interest in the Partnership and the General Partner has directed and by this amending agreement does hereby direct that such interest shall be purchased by the General Partner, as to 7.75% (i.e. 60.8% of the 12.75%) and by Chalhoub, as to 5% (i.e. 39.2% of the 12.75% interest).

(d) The parties hereby wish to enter into this amending agreement in order to document the transfer of the interest in the Partnership previously held by Martin, to make certain changes in the Agreement and to confirm the changes made to the Partnership so that the Partnership shall thereafter be governed by the terms and conditions set forth in the Agreement as hereby amended.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration (the sufficiency and receipt whereof is hereby acknowledged) the parties hereto covenant and agree as follows:

ARTICLE I

TRANSFER OF MARTIN INTEREST

1.1 Transfer Confirmation - Martin hereby acknowledges and confirms that it has exercised its option contained in Section 6.6 of the Agreement and, upon the direction of the General Partner, transferred its 12.75% interest in the Partnership unto the following:

Industries	-	7.75%
Chalhoub	-	5.00%

being all of Martin's right, title and interest in and to its 12.75% interest in the Partnership.

1.2 Transfer Documentation - The General Partner hereby acknowledges and confirms that it has received the declaration and assignment required by the provisions of Section 6.3(a) and (b) of the Agreement and that this amending agreement satisfies the requirements of Section 6.3(c) of the Agreement.

1.3 Substituted Limited Partner - The General Partner hereby covenants to amend the Declaration and make any and all necessary filings to record the assignment of the Martin interest in the Partnership and to provide that Chalhoub shall become a substituted Limited Partner.

ARTICLE II

MARTIN ACKNOWLEDGEMENTS

2.1 Not Limited Partner - Martin hereby acknowledges and confirms that pursuant to Section 6.3 of the Agreement and the provisions of Article I above, Martin shall cease to be a Limited Partner in the Partnership.

2.2 Liabilities - Martin hereby acknowledges and confirms that it shall remain liable for any and all matters arising while it was a Limited Partner as provided in the Act and Section 6.3 of the Agreement.

2.3 Non-Competition Covenants - Martin hereby acknowledges and confirms that the non-competition covenant provided for in Section 6.2 of the Agreement shall be applicable for the period of two years from the date hereof as provided therein.

ARTICLE III

CHALHOUB ACKNOWLEDGEMENTS

3.1 Agreement Binding - Chalhoub hereby acknowledges having received and reviewed a notarial copy of the Agreement and, as required by Section 6.3(c), hereby agrees in writing to be bound by the provisions of the Agreement and to assume its proportionate share of the obligations of Martin under the Agreement from the date hereof.

3.2 Substituted Limited Partner - Chalhoub hereby acknowledges that it shall be a substituted Limited Partner and shall have all of the rights and liabilities of the assigned interest in the Partnership acquired by it (including without limitation the right to assign its interest in the Partnership in accordance with the Agreement).

3.3 Power of Attorney - For greater certainty, Chalhoub hereby irrevocably nominates, constitutes and appoints the General Partner to act as its true and lawful attorney on its behalf with full power and authority in its name to execute and record on file as and where required:

(a) the Agreement, the Declaration, any amendment to the Declaration, any instrument required to continue and keep in good standing the Partnership as a limited partnership and any other instrument required by law;

(b) any instrument to amend the Agreement in accordance with the terms thereof;

(c) any instrument required in connection with the dissolution and termination of the Partnership;

(d) any instrument required in connection with any election that may be made under the Income Tax Act of Canada; and

(e) such documents on behalf and in the name of the Partnership as may be necessary to give effect to the business of the Partnership and to the Agreement.

ARTICLE IV

INDUSTRIES ACKNOWLEDGEMENTS

4.1 Not Limited Partner - Industries hereby acknowledges that it continues to be bound by the provisions of the Agreement and that it is acquiring the 7.75% interest in the Partnership as an addition to its existing 14.6625% interest in the Partnership as the General Partner and not as a Limited Partner in the Partnership and that it agrees to assume its proportionate share of the obligations of Martin under the Agreement from the date hereof.

ARTICLE V

SHARING RATIOS

5.1 New Sharing Ratios - The parties hereto hereby confirm that as of the date hereof and the filing of the Declaration of Change referred to in Article I the Partners shall be Industries, as the General Partner, and Chalhoub, 81562, Schofield and Wagner as the Limited Partners and, pursuant to Section 8.2 of the Agreement, do now by this amending agreement or instrument in writing unanimously agree that the Sharing Ratios as defined in Section 8.2 of the Agreement shall be changed effective as of the date of the filing of such Declaration of Change to the following:

(a) To the General Partner, 22.4125%;

(b) To Chalhoub, 5.00%;

(c) To 81562, 12.75%;

(d) To Schofield, 49.00%;

(e) To Wagner, 10.8375%.

ARTICLE VI

CONTINUATION OF PARTNERSHIP

6.1 Permitted Changes - The parties hereto confirm that, as provided in Section 11.2 of the Agreement, the Partnership shall not be dissolved or terminated by the admission of Chalhoub as a new Limited Partner, by the withdrawal of Martin as a Limited Partner or upon the sale, assignment or transfer

ARTICLE V*
LIMITED PARTNERS

5.2* Right to Purchase Interest of Chalhoub - The parties hereby amend Section 6.5 of the Agreement by adding thereto the following paragraph:

"In the event that Lise Chalhoub shall cease to be the person actively directing the affairs of Chalhoub, on the account of death or any other reason, then the General Partner or the Partnership, having agreed by Special Resolution, shall have the option, within 180 days of such event, to purchase the interest of Chalhoub and Chalhoub shall sell the same upon the terms and conditions agreed upon provided however that the purchase price and terms of payment shall, unless otherwise agreed, be as determined in accordance with the provisions of Sections 4.6 and 4.7 which shall apply mutatis mutandis, except that the Partnership shall pay all costs, fees, disbursements and related expenses referred to therein."

of the interest of Martin in the Partnership to Chalhoub and to the General Partner.

6.2 Agreement - Except as amended by this agreement the parties hereby confirm that all the provisions contained in the Agreement shall continue in full force and effect unamended to govern the affairs of the Partnership and the Partners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BRESLUBE INDUSTRIES LIMITED
By:
c/s

81562 CANADA LIMITED
By:
c/s

MARTIN IMPORT INC.
By:
c/s

L & R SCHOFIELD HOLDINGS INC.
By:
c/s

559592 ONTARIO INC.
By:
c/s

125722 CANADA LIMITED
By:
c/s

BRESLUBE ENTERPRISES

LIMITED PARTNERSHIP AGREEMENT

Made as of August , 1983

BRESLUBE ENTERPRISES
LIMITED PARTNERSHIP AGREEMENT

I N D E X

		PAGE
PARTIES AND RECITALS		1
ARTICLE I - DEFINITIONS AND INTERPRETATION		
1.1	Definitions	2
1.2	Interpretation	4
ARTICLE II - LIMITED PARTNERSHIP		
2.1	Formation of Limited Partnership	6
2.2	Name	6
2.3	Filing of Declarations	6
2.4	Fiscal Period	7
2.5	Business of the Partnership	7
2.6	Office of the Partnership	7
2.7	Title to Partnership Properties	7
ARTICLE III - MANAGEMENT OF LIMITED PARTNERSHIP		
3.1	Authority of General Partner	8
3.2	Right to Rely Upon the Authority of General Partner	8
3.3	Power of Attorney	9
3.4	Powers of General Partner	9
3.5	Representations, Warranties and Covenants of General Partner	11
3.6	Exercise of Powers and Discharge of Duties	12
3.7	Commingling of Funds	12
3.8	Insurance	13
3.9	Reimbursement of General Partner	13
ARTICLE IV - CHANGE, REMOVAL OR RESIGNATION OF GENERAL PARTNER		
4.1	Assignment of Interest of General Partner	13
4.2	Removal of General Partner	14
4.3	Resignation of General Partner	14
4.4	Deemed Resignation of General Partner	14
4.5	Effective date of Deemed Resignation of General Partner	15
4.6	Payment of General Partner's Account	15
4.7	Payment of Unrealized Appreciation	16
4.8	New General Partner	18
4.9	Release of General Partner	19
ARTICLE V - LIABILITY OF PARTNERS		
5.1	Unlimited Liability of General Partner	19
5.2	Limited Liability of Limited Partners	20
5.3	Indemnification of Limited Partners	20
5.4	Indemnification of General Partner	20
ARTICLE VI - LIMITED PARTNERS		
6.1	Limitation of Authority of Limited Partners	21
6.2	Activities of Limited Partners and Non-Competition Covenants	22
6.3	Transfer of Interest Generally	23
6.4	Right of First Refusal	24

6.5	Right to Purchase Interest	25
6.6	Transfer of Martin Interest	26

ARTICLE VII - BOOKS, RECORDS AND FINANCIAL INFORMATION

7.1	Books of Account	27
7.2	Auditor	27
7.3	Audited Financial Statements	27
7.4	Tax Information	28

ARTICLE VIII - PARTNERS' ACCOUNTS, ALLOCATIONS & DISTRIBUTIONS

8.1	Partners' Accounts	28
8.2	Allocations	29
8.3	Distributions Generally	30
8.4	Special Distributions	30
8.5	Return of Excess	31
8.6	Right to Withdraw Amounts	31

ARTICLE IX - LOANS TO AND BY PARTNERSHIP

9.1	Borrowing Generally	31
9.2	Loans from Partners	32

ARTICLE X - PARTNERSHIP MEETINGS

10.1	Annual Meeting	32
10.2	Special Meetings	32
10.3	Place of Meetings	32
10.4	Notice	33
10.5	Chairman	33
10.6	Quorum	33
10.7	Voting	33
10.8	Proxy	34
10.9	Right to Attend Meetings	34
10.10	Minutes	35
10.11	Resolutions Binding	35
10.12	Rules and Procedures	35

ARTICLE XI - DISSOLUTION AND LIQUIDATION

11.1	Events of Dissolution	35
11.2	Permitted Changes	36
11.3	Receiver	37
11.4	Liquidation	37

ARTICLE XII - AMENDMENT OF AGREEMENT

12.1	Amendment by General Partner	38

ARTICLE XIII - NOTICES

13.1	Notices	39

ARTICLE XIV - GENERAL

14.1	Governing Law	40
14.2	Severability	40
14.3	Counterparts	40
14.4	Time	40
14.5	Further Assurances	40
14.6	Binding Effect	41

BRESLUBE ENTERPRISES

LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT made as of the day of August, 1983.

A M O N G:

BRESLUBE INDUSTRIES LIMITED, a corporation incorporated under the laws of Canada (hereinafter sometimes referred to as "Industries")

OF THE FIRST PART

81562 CANADA LIMITED, a corporation incorporated under the laws of Canada (hereinafter sometimes referred to as "81562")

OF THE SECOND PART

MARTIN IMPORT INC., a corporation incorporated under the laws of the Province of Quebec (hereinafter sometimes referred to as "Martin")

OF THE THIRD PART

L & R SCHOFIELD HOLDINGS INC., a corporation incorporated under the laws of the Province of Ontario (hereinafter sometimes referred to as "Schofield")

OF THE FOURTH PART

559592 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario (hereinafter sometimes referred to as "Wagner")

OF THE FIFTH PART

WHEREAS:

(a) Industries, as general partner, and 81562 and Martin, as the founding limited partners, have entered into a limited partnership agreement dated May 12, 1977 and have formed the Partnership (which term, together with all other capitalized terms as used in these recitals, is hereinafter defined).

No Partner shall be obligated to make any further Capital contribution.

8.2 Allocations

The General Partner shall determine and allocate the Net Income, Loss, Taxable Income and Tax Loss for any fiscal year or period.

Any allocation or distribution to the Partners as provided for in this Article VIII shall be allocated amongst the Partners' accounts or distributed to the Partners as follows (the "Sharing Ratios"):

(a) to the General Partner, 14.6625%;
(b) to 81562, 12.75%;
(c) to Martin, 12.75%;
(d) to Schofield; 49.00%;
(e) to Wagner 10.8375%.

The Partners may at any time by instrument in writing unanimously agree upon a change in the foregoing Sharing Ratios which change shall be effective as from the date as may be specified in such instrument.

It is understood and agreed that with respect to the Net Income, the first 2%, or such other amount as may be determined by a Special Resolution of the Limited Partners, shall be allocated and distributed to the General Partner and the balance of the Net Income shall be allocated in accordance with the Sharing Ratios.

8.3 Distributions Generally

The General Partner shall, from time to time, distribute to the Partners, in the proportions stipulated in Section 8.2, any surplus cash in the Partnership to the extent that such funds are not required for the business of the Partnership as determined in the sole discretion of the General Partner it being understood and agreed that the General Partner may distribute to the General Partner, without any distribution necessarily being made to the other Partners, all or part of the first 2% (or such percentage as may be determined from time to time pursuant to Section 8.2) of the Net Income and in particular without distributing any part of the balance of the Net Income to the Partners in accordance with the Sharing Ratios.

8.4 Special Distributions

It is understood and agreed that the General Partner may, from time to time at any time during the five years following the date hereof, distribute to Schofield in priority to the other Partners and without any distribution necessarily being made to the other Partners, surplus cash in the Partnership to the extent that such funds are not required for the business of the Partnership, as determined in the sole discretion of the General Partner, to the effect that the Capital contribution of Schofield shall be reduced to only 25% of the amount of the Schofield Capital account at the date hereof and provided further that there shall be a corresponding reduction in the Sharing Ratio of Schofield stipulated in Section 8.2 and a pro rata adjustment in the Sharing Ratios of the other Partners e.g. a repayment of 10% of the initial Schofield Capital contribution will result in a decrease in its future Sharing Ratio allocations of 4.9% to Schofield and

an increase, on a pro rata basis in the Sharing Ratios under Section 8.2, to all other Partners.

8.5 Return of Excess

If, as determined by the General Partner, any Partner has received a distribution which exceeds such Partner's entitlement at any time, such Partner shall forthwith repay to the Partnership the amount of such excess upon receiving notice thereof from the General Partner requiring payment. Until paid, such amount shall bear interest from the date of receipt of such amount at the rate of interest being charged to the Partnership at such time by its bankers. The General Partner may deduct such amount together with accumulated interest from any subsequent distribution to such Partner.

8.6 Rights to Withdraw Amounts

No Partner shall have any right to withdraw or make a demand for withdrawal of any amount or receive any distribution from the Partnership except as expressly provided for in this Agreement and except as permitted by law.

ARTICLE IX
LOANS TO AND BY PARTNERSHIP

9.1 Borrowing Generally

The Partnership may from time to time borrow such amounts from such Persons (including the Partners) on such security and payable on such terms as the General Partner may, in its sole discretion, determine.

9.2 Loans from Partners

Any loans made to the Partnership by the Partners must be approved by all the Partners where the terms and conditions include a rate of interest more than 2% higher than that which is paid to the Partnership's banker or which contains provisions which directly affect the interests of the Limited Partners in the Partnership.

ARTICLE X

PARTNERSHIP MEETINGS

10.1 Annual Meeting

The General Partner shall call an annual meeting of the Partners as soon as practicable after the annual audited financial statements are available but in any event each annual meeting shall be held no later than October 31 in each year to review the affairs and business of the Partnership.

10.2 Special Meetings

The General Partner may at any time and shall, upon receipt of a written request from any Limited Partner call a meeting. If the General Partner fails or neglects to call such a meeting within 15 days after receipt of the written request, any Limited Partner may call the meeting.

10.3 Place of Meetings

Meetings of the Partners are to be held at such place in Ontario as the General Partner may designate or, in the event of a requisitioned meeting, at such place in Ontario as the Limited Partner calling the meeting may designate.

10.4 Notice

Notice of any Partners' meeting shall be given to each Limited Partner, to the General Partner, and to the Auditor. The notice shall be mailed by prepaid, certified or registered post at least fourteen (14) days and not more than thirty (30) days prior to the meeting and shall specify the time and place of the meeting and the nature of all business to be transacted. Notice for adjourned meetings shall be given not less than ten (10) days in advance and otherwise in accordance with the provisions for notice contained in this Section, except that it need not specify the nature of the business to be transacted.

10.5 Chairman

The chairman of all meetings will be chosen by the General Partner unless those Limited Partners present in person or represented by proxy at the meeting choose, by Ordinary Resolution, some other person present to be chairman. The chairman shall not have a casting vote.

10.6 Quorum

A quorum at a meeting of the Partners shall consist of two or more Partners present in person or by proxy.

10.7 Voting

At all meetings of Partners, each Partner shall be entitled to one vote. The General Partner shall not be entitled to any voting rights, in its capacity as General Partner, at any meeting of the Limited Partners. Every question submitted to a meeting, except questions requiring a Special Resolution, shall be decided by Ordinary Resolution on a show of hands unless a written ballot is demanded, in which case a written ballot shall be taken.

A written ballot shall be taken on every matter requiring a Special Resolution.

10.8 Proxy

At any meeting of Partners, any Partner entitled to vote may vote personally or by proxy provided the proxy shall have been received by the General Partner for verification prior to the meeting. The instrument appointing a proxy shall be in writing, and if executed by a corporation, shall be signed by an officer or attorney duly authorized in writing.

Any individual may be appointed a proxy and every instrument of proxy shall be considered valid unless it is dated more than one year from the date of the meeting or is challenged by a Partner or holder of another proxy prior to or at the time of its exercise. The chairman shall determine the validity of any challenged instrument of proxy.

10.9 Right to Attend Meetings

Officers and Directors of the General Partner shall have the right to attend any meeting of the Partners. The General Partner shall have the right to authorize the presence of any person at any meeting of Partners regardless of whether such person is a Partner. With the approval of the General Partner, such person shall be entitled to address the meeting. Any legal advisor of a Partner, any other person authorized in writing by a Partner, the Auditors and any person acting as manager of any business of the Partnership may attend any meeting of Partners and shall be entitled to address the meeting and to move resolutions thereat.

10.10 Minutes

Minutes of the proceedings of every meeting of Partners shall be made and recorded by the General Partner. Minutes, when signed by the chairman of the meeting, shall be prima facie evidence of the matters therein stated. Until the contrary is proved, every meeting in respect of which minutes have been made shall be taken to have been duly held and convened and all proceedings referred to in the minutes shall be deemed to have been duly passed.

10.11 Resolutions Binding

Any Special Resolution or Ordinary Resolution shall be binding on all Partners and their respective heirs, executors, administrators or other legal representatives, successors and assigns, whether or not such Partner was present or represented by proxy at the meeting at which such resolution was passed and whether or not such Partner voted against such resolution.

10.12 Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Partners are not prescribed in this Agreement, such rules and procedures shall be determined by the Chairman of the meeting.

ARTICLE XI

DISSOLUTION AND LIQUIDATION

11.1 Events of Dissolution

The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) the bankruptcy, dissolution or winding up (except dissolution as a consequence of merger, amalgamation, consolidation or other corporate reorganization) of the General Partner or the occurrence of any other event which would permit a trustee or receiver to acquire control of the General Partner's affairs during the term hereof, unless such General Partner is replaced as provided hereunder;

(b) the passing of a Special Resolution of the Partners approving the dissolution of the Partnership; or

(c) the dissolution of the Partnership by operation of law; or

(d) the date now agreed upon to terminate the Partnership namely August 1, 1993 unless a Special Resolution of the Partners prohibiting such dissolution has been passed which Special Resolution shall specify a new date upon which the Partnership shall be dissolved.

11.2 Permitted Changes

The Partnership shall not be dissolved or terminated by the admission of any new General Partner or Limited Partner or by the withdrawal, resignation, removal, death, incompetence, insolvency, receivership, bankruptcy, dissolution, liquidation or winding up or other disability of any General or Limited Partner or upon the sale, assignment or transfer of any interest in the Partnership.

11.3 Receiver

On dissolution of the Partnership the General Partner shall act as the receiver (the "Receiver") of the Partnership. If the General Partner is unable or unwilling to act as Receiver, the Limited Partners shall, by Ordinary Resolution, appoint some other appropriate person to act as Receiver. The Receiver shall proceed diligently to wind up the affairs of the Partnership and to distribute the net proceeds from the sale of the Partnership assets. During the course of such liquidation the Receiver shall operate the business of the Partnership and in doing so shall be vested with all the powers and authority of the General Partner in relation to the Partnership under the terms of this Agreement. The Receiver shall be paid his reasonable fees and disbursements incurred in carrying out his duties as such.

11.4 Liquidation

The Receiver shall distribute the net proceeds from the sale of the Partnership assets as follows:

(a) first, to pay the expenses of liquidation and the creditors of the Partnership;

(b) secondly, to provide such reserves as the Receiver considers necessary for any contingent liability of the Partnership;

(c) thirdly, to the Partners, pro rata their respective amounts in the Partners' Accounts; and

(d) fourthly to the Partners in the proportions indicated in Section 8.2 hereof, the balance, if any.

ARTICLE XII

AMENDMENT OF AGREEMENT

12.1 Amendment by General Partner

The General Partner may, without prior notice to or consent from any Limited Partner, amend this Agreement:

(a) in order to protect the interests of the Limited Partners if necessary in the opinion of independent counsel for the Partnership;

(b) to cure any ambiguity or to correct or supplement any provision contained herein which, in the opinion of independent counsel for the Partnership, may be defective or inconsistent with any other provision if, in the opinion of such counsel, such amendment does not and shall not in any manner adversely affect the interests of any Limited Partner; or

(c) if in the opinion of independent counsel for the Partnership, such amendment does not and shall not adversely affect the interests of any Limited Partner in any manner.

Within 30 days following the date of any amendment to this Agreement made pursuant to this Section 12.1, the General Partner shall provide Limited Partners with a copy of the amendment together with a written explanation of the reasons for the amendment.

ARTICLE XIII

NOTICES

13.1 Notices

Except as otherwise provided in this Agreement, any notice, direction, demand, request or document required or permitted to be given by any party to any other party pursuant to any provision of this Agreement shall be in writing and deemed to have been sufficiently given if signed by or on behalf of the party giving the notice and given by personal delivery, telegraphic or telex communication or by mailing the same by prepaid certified or registered mail addressed to any other party's address, in the case of the General Partner: P.O. Box 130, R.R. #2, Breslau, Ontario, N0B 1M0; and in the case of each Limited Partner: to the address of such Limited Partner as it appears on the records of the Partnership, or to such address as a Limited Partner may from time to time notify the General Partner, or to such other address as the General Partner may notify the Limited Partners, in either case in the manner hereinbefore provided. Any such notice, direction, request or document shall conclusively be deemed to have been received by any such party, if given by personal delivery or telegraphic or telex communication on the date it was so received or, if sent by mail, on the fifth business day following the mailing thereof to the party to whom it is addressed. For such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

ARTICLE XIV

GENERAL

14.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and each Limited Partner irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

14.2 Severability

Each provision of this Agreement is intended to be severable and if any provision is illegal or invalid, such illegality or invalidity shall not affect the validity of the Agreement or the remaining provisions.

14.3 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts and adopting instruments shall be construed together and shall constitute one and the same Agreement.

14.4 Time

Time shall be of the essence hereof.

14.5 Further Assurances

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

14.6 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and their permitted successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BRESCUBE INDUSTRIES LIMITED

By: _____ Pres.

c/s

81562 CANADA LIMITED

By: _____

c/s

MARTIN IMPORT INC.

By: _____

c/s

L & R SCHOFIELD HOLDINGS INC.

By: _____ Pres

c/s

Sec

559592 ONTARIO INC.

By: _____

c/s

Ministry of Consumer and Commercial Relations
Ontario

DECLARATION OF CHANGE

THE LIMITED PARTNERSHIPS ACT

FORM CD-623 07927
(01/90)

1 NAME OF LIMITED PARTNERSHIP
BRESLUBE ENTERPRISES
LES ENTREPRISES BRESLUBE

2 MAILING ADDRESS (SEE INSTRUCTION 2)
C/O MCCARTHY & MCCARTHY, STE. 4800, P.O. BOX 48, TORONTO DOMINION BANK TWR., TORONTO DOMINION CENTER, TORONTO, ONTARIO M5K 1E6

3 BUSINESS ADDRESS (IF DIFFERENT THAN MAILING ADDRESS) (SEE INSTRUCTION 3)

CHECK IF NO CHANGE ☑

MINISTRY USE ONLY
REGISTRATION DATE SEP 30 1993

THIS DECLARATION OF CHANGE EXPRESS THE SAME DATE AS THE DECLARATION OF LIMITED PARTNERSHIP IT AMENDS

CERTIFIED COPY OF THE DECLARATION IS THE ONLY ACKNOWLEDGEMENT FROM THIS OFFICE

4. BUSINESS ACTIVITY CARRIED ON RE-REFINING OF LUBRICATING OIL PRODUCTS AND RELATED BUSINESSES INCLUDING THE COLLECTION OF USED OIL AND THE MARKETING OF FINISHED PRODUCTS AND THE BUSINESSES OF DUST CONTROL AND OF DISPOSAL SERVICES CHECK IF NO CHANGE ☐

5. ALL MEMBERS OF THE PARTNERSHIP WHERE NATURAL PERSONS ARE 18 YEARS OF AGE OR OVER, EXCEPT THOSE WHOSE BIRTHDATE APPEARS IN COLUMN 'A' OF ITEM 6.

6. THE PARTICULARS OF CHANGES IN THE PARTNERSHIP

A. PARTNER'S NAME (see instruction 6-A)	B. PARTNER'S RESIDENCE ADDRESS OR ADDRESS FOR SERVICE (see instruction 6-B)	C. LIMITED PARTNER'S CONTRIBUTION TO CAPITAL (see instruction 6-C)	D. SIGNATURE (see instruction 6-D)
L & R SCHOFIELD HOLDINGS INC. NUMBER 559089 ☐ CEASED — BECAME PARTNER ☑	68 WOOLWICH STREET BRESLAU, ONTARIO, N0B 1M0	IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $ 1,400,000	L.S. SCHOFIELD, PRES
559592 ONTARIO INC. NUMBER 559592 ☐ CEASED — BECAME PARTNER ☑	57 CULPEPPER DRIVE WATERLOO, ONTARIO, N2L 5K8	IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $ 310,032	FRANK WAGNER, PRES.
BRESLUBE INDUSTRIES LIMITED LES INDUSTRIES BRESLUBE LIMITÉE NUMBER 359918 ☐ CEASED — BECAME PARTNER ☐	R.R. #2, P.O. BOX 130, BRESLAU, ONTARIO, N0B 1M0	IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $ N/A	JOSEPH CHALHOUB, PR

Certified a true copy of a document filed under the Partnerships Registration Act / the Limited Partnerships Act.

Copie certifiée conforme du document déposé en vertu de la loi sur l'enregistrement des sociétés en nom collectif (the Partnerships Registration Act) ou de la loi sur les sociétés en commandite (the Limited Partnerships Act).

S. McKittrick

Registrar of Partnerships.
Companies Services Branch.
Ministry of Consumer and Commercial Relations Toronto, Ontario.

Directeur de l'enregistrement des sociétés.
Direction des Services aux Compagnies.
Ministère de la Consommation et du Commerce Toronto, Ontario.

A PARTNER'S NAME (see instruction 6-A)	B PARTNER'S RESIDENCE ADDRESS OR ADDRESS FOR SERVICE (see instruction 6-B)	C LIMITED PARTNER'S CONTRIBUTION TO CAPITAL (see instruction 6-C)	D SIGNATURE (see instruction 6-D)
☐ CEASED — BECAME PARTNER ☐		IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $	
☐ CEASED — BECAME PARTNER ☐		IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $	
☐ CEASED — BECAME PARTNER ☐		IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $	
☐ CEASED — BECAME PARTNER ☐		IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $	
☐ CEASED — BECAME PARTNER ☐		IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $	
☐ CEASED — BECAME PARTNER ☐		IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $ 044850 61623	09/30/83A01 $10.00
☐ CEASED — BECAME PARTNER ☐		IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $	*CHSE $10.00
☐ CEASED — BECAME PARTNER ☐		IF LIMITED PARTNER CONTRIBUTION TO CAPITAL $	

Ministry of Consumer and Commercial Relations
Ministère de la Consommation et du Commerce
Ontario

DECLARATION
Under the Partnerships Registration Act and the Limited Partnerships Act

DÉCLARATION
Aux termes de la Loi sur l'enregistrement des sociétés en nom collectif et de la Loi sur les sociétés en commandite

Form/Formulaire CD 375
07219 5-82

1 Name of partnership/Nom de la raison sociale de la société entreprise individuelle

B R E S L U B E E N T E R P R I S E S -
L E S E N T E R P R I S E S B R E S L U B E

2 Mailing address (see instruction 3 & 4) Adresse postale (voir instruction 3 & 4)
c/o McCarthy & McCarthy, Ste. 4800
P. O. Box 48, Toronto Dominion Bank
Twr. Toronto-Dominion Ctr. Toronto Ont.
Postal Code/Code postal: M 5 K 1 E 6

3 Business address (if different than mailing address) (see instruction 3)
Adresse de l'entreprise (si elle est différente de l'adresse postale) (voir instruction 3)
R.R.#2, P. O. Box 130
Breslau, Ontario
Postal Code/Code postal: N 0 B 1 M 0

4 Date of establishing partnership/sole proprietorship (month day year)
Date de la fondation de l'entreprise ou de la société (mois, jour, année)
MAY 12, 1977

☒ Check if renewal or change
Cocher s'il s'agit d'un renouvellement ou d'un changement

5 Business activity carried on/Activités de l'entreprise
Re-refining of lubricating oil products including the collection of waste oil and the marketing of finished products.

6 Jurisdiction in which formed if other than Ontario
Autorité compétente sous laquelle l'entreprise a été fondée (si ce n'est pas l'Ontario)
N/A

Complete questions on the reverse
Répondez aux questions au verso

MINISTRY USE ONLY
RÉSERVÉ À L'MINISTÈRE

Registration Date/
Date d'enregistrement
FEB 7 1983

Expiry Date
Date d'expiration
FEB 6 1988

PARTNERSHIPS REGISTRY

Certified a true copy of a document filed under the Partnerships Registration Act / the Limited Partnerships Act.

Copie certifiée conforme [illegible] en vertu de la loi sur [illegible] des sociétés en nom [illegible] Registration Act [illegible] sur les sociétés en commandite [illegible]

Registrar of Partnerships.
Companies Services Branch.
Ministry of Consumer and Commercial Relations Toronto, Ontario.

Directeur de l'enregistrement des sociétés.
Direction des Services aux Compagnies.
Ministère de la Consommation et du Commerce Toronto, Ontario.

BPDR 0005935

7. All members of the partnership the proprietor where natural persons are 18 years of age or over, except those whose birthdate appears in column 'A' of item 8

Le propriétaire ou tous les associés sont des personnes physiques ayant 18 ans ou plus à l'exception de ceux dont la date de naissance est inscrite dans la colonne 'A' du paragraphe 8

8. The names and particulars of all partnership members or the proprietor (All given names for partners or proprietors - given name, initials and surnames for limited partners).

Noms de tous les associés ou du propriétaire et détails pertinents (le propriétaire et les associés doivent donner tous leurs prénoms - les commanditaires doivent donner leur prénom, leurs initiales et leur nom de famille).

A. Name in full (including all given names) *Nom au complet (y compris tous les prénoms)*	B. Residence address or address for service (see instruction 3) *Adresse de la résidence ou adresse pour signification (voir instruction 3)*	C. Type of partnership *Genre de société* ☐ General *en nom collectif* ☒ Limited *en commandite*	D. Signature
Breslube Industries Limited - Les Industries Limitée	c/o McCarthy & McCarthy P.O. Box 48, Ste. 4800 Toronto Dominion Bank	If limited partner: contribution to capital *Commanditaire contribution au fonds commun* $ N/A	Joseph Chalhoub, President
Number 359918	Twr., Toronto-Dominion Centre, Toronto, Ont., M5K 1E6	If limited partner: contribution to capital *Commanditaire contribution au fonds commun* $	
81562 Canada Limited Number 20036-1	" " "	If limited partner: contribution to capital *Commanditaire contribution au fonds commun* $ $61,515.00	Norman S. Rankin Director
Martin Import Inc. Number 0240496	" " "	If limited partner: contribution to capital *Commanditaire contribution au fonds commun* $ $61,515.00	Kabrita, President
		If limited partner: contribution to capital *Commanditaire contribution au fonds commun* $	
		If limited partner: contribution to capital *Commanditaire contribution au fonds commun* $	

BPDR 0005936

Ministry of Consumer and Commercial Relations
Ontario

BUSINESS OR PARTNERSHIP REGISTRATION

1. NAME OF PARTNERSHIP OR BUSINESS
BRESLUBE ENTERPRISES - LES ENTREPRISES BRESLUBE

2. MAILING ADDRESS (SEE INSTRUCTIONS 2 & 4)
Suite 4800, Toronto Dominion Bank Tower,
Toronto-Dominion Ctre, Toronto, Ont.M5K 1E6

3. BUSINESS ADDRESS (IF DIFFERENT THAN MAILING ADDRESS) (SEE INSTRUCTION 3)
Breslau, Ontario

MINISTRY USE ONLY
REGISTRATION DATE
JUN 1 1977
EXPIRY DATE
MAY 31 1982
PARTNERSHIPS REGISTRY

4. DATE OF ESTABLISHING BUSINESS OR PARTNERSHIP
MONTH, DAY, YEAR
May 12, 1977

CHECK IF RENEWAL OR CHANGE

5. BUSINESS ACTIVITY CARRIED ON
Re-refining of lubricating oil products including the collection of waste oil and the marketing of finished products.

INSTRUCTIONS

1. THE REGISTRATION FEE IS $10 PAYABLE TO THE TREASURER OF ONTARIO. DO NOT SEND CASH THROUGH THE MAIL. CHEQUES AND TO BE CERTIFIED.
2. TYPE OR PRINT ONLY AND DO NOT FOLD OR DAMAGE THE FORM.
3. ALL ADDRESSES MUST BE IN FULL GIVING STREET AND NUMBER, OR RR NUMBER, MUNICIPALITY OR POST OFFICE, PROVINCE AND POSTAL CODE. P.O. BOX NUMBER IS NOT ACCEPTABLE IN ITEM 3 AND IN ITEM 7-B.
4. ALL CORRESPONDENCE FROM THIS OFFICE RELATING TO THIS REGISTRATION INCLUDING DEFICIENCY NOTICES, IF ANY, AND THE CERTIFICATE OF REGISTRATION WILL BE MAILED TO THE ADDRESS SHOWN IN ITEM 2. THE FAILURE TO GIVE THE REQUIRED ADDRESS IN ITEM 2 SET OUT IN ITEM 7-C ADDRESS SHOULD BE ENVELOPE OF THE APPROPRIATE SIZE CLOSED.
5. WHERE A MEMBER IS UNDER 18, HIS BIRTHDATE MUST BE SHOWN IN ITEM 7-A WITH HIS NAME.
6. CORPORATE PARTNERS MUST INDICATE THEIR COMPANIES FILE NUMBER IN ITEM 7-A FOLLOWING THEIR NAME AND SET OUT TITLE OF SIGNING OFFICER.
7. PLEASE CHECK THE APPLICABLE BOX. A LIMITED PARTNERSHIP COMPRISES ONE GENERAL PARTNER, JOINTLY AND NEVERALLY RESPONSIBLE AS SUCH AND ONE OR MORE LIMITED PARTNERS WHO CONTRIBUTE CAPITAL BUT ARE NOT LIABLE FOR PARTNERSHIP DEBTS BEYOND THEIR CAPITAL CONTRIBUTIONS. SEE THE LIMITED PARTNERSHIPS ACT, IN ITEM 7-C. LIMITED PARTNERS MUST SHOW THEIR CONTRIBUTION TO CAPITAL.

THIS REGISTRATION EXPIRES IN FIVE YEARS BUT MAY BE RENEWED. RENEWAL IS YOUR RESPONSIBILITY. THE REGISTRATION EXPIRY DATE WILL BE SHOWN IN YOUR CERTIFICATE OF REGISTRATION. THE REGISTRATION DOES NOT COMPLETE ON THE PARTNERS TO THE NAME OR STYLE THAT IT DOES NOT OTHERWISE HAVE.

COMPLETE QUESTIONS ON THE REVERSE

THE REGISTRATION HAS NOT BEEN ACCEPTED FOR THE FOLLOWING REASONS:

- ☐ THE FEE OF $10 WAS NOT ENCLOSED
- ☐ THE CHEQUE IS POST-DATED, STALE DATED, NOT DATED, NOT SIGNED
- ☐ THE CHEQUE SHOULD BE CERTIFIED AND PAYABLE TO THE TREASURER OF ONTARIO
- ☐ LATE REGISTRATION - OVER 90 DAYS - AFFIDAVIT REQUIRED
- ☐ THE FORM HAS NOT BEEN FULLY COMPLETED IN ITEM NUMBER
- ☐ NOT ENOUGH ITEM NUMBER
- ☐ THE INFORMATION IS NOT LEGIBLE OR NOT SUITABLE FOR MICROFILMING.
- ☐ THIS FORM HAS BEEN FOLDED OR DAMAGED

CERTIFIED A TRUE COPY OF A DOCUMENT FILED UNDER THE PARTNERSHIPS REGISTRATION ACT.

REGISTRAR OF PARTNERSHIPS
COMPANIES DIVISION
MINISTRY OF CONSUMER & COMMERCIAL RELATIONS
TORONTO, ONTARIO

6. ALL MEMBERS OF THE PARTNERSHIP THE PROPRIETOR WHERE NATURAL PERSONS ARE 18 YEARS OF AGE OR OVER, EXCEPT THOSE WHOSE BIRTHDATE APPEARS IN COLUMN A OF ITEM 7.

7. THE NAMES AND PARTICULARS OF ALL PARTNERSHIP MEMBERS / OF THE PROPRIETOR

A. NAME IN FULL (including all given names)	B. RESIDENCE ADDRESS OR ADDRESS FOR SERVICE (see instruction 3)	TYPE OF PARTNERSHIP C. ☐ General ☒ Limited (SEE INSTRUCTION 7) IF LIMITED PARTNER CONTRIBUTION TO CAPITAL	D. SIGNATURE
Breslube Industries Limited - Les Industries Breslube Limitee	Suite 4800, Toronto Dominion Bank Tower, Toronto-Dominion Ctre.	$	J. Chalhoub, Pres
Number 19532-4	Toronto, Ont. M5K 1E6	$	
81562 Canada Limited Number 20036-1	" "	$ 80,000	B. Estefane, Pres
Martin Import Inc. Number 0240496	" "	$ 80,000	T. Kabritta, Pres.
		$	
		$	
		$	

BRESLUBE ENTERPRISES - LES ENTREPRISES BRESLUBE

Suite 4800, Toronto-Dominion Bank Tower,
Toronto-Dominion Ctr., Toronto, Ontario M5K 1E6

Breslau, Ontario

MAY 17 1977

MAY 16 1982

PARTNERSHIPS REGISTRY

Re-refining of lubricating oil products including the collection of waste oil and the marketing of finished products.

May 12, 1977

CERTIFIED A TRUE COPY OF A DOCUMENT FILED UNDER THE PARTNERSHIPS REGISTRATION ACT.

S. McKittrick

REGISTRAR OF PARTNERSHIPS
COMPANIES DIVISION
MINISTRY OF CONSUMER
& COMMERCIAL RELATIONS
TORONTO, ONTARIO

[illegible] THE PARTNERSHIP. THE FORM IS FOR WHERE NATURAL PERSONS ARE 18 YEARS OF AGE OR OVER, EXCEPT THOSE WHOSE BIRTHDATE APPEARS IN COLUMN A OF ITEM 7.

7. THE NAMES AND PARTICULARS OF ALL PARTNERSHIP MEMBERS OF THE PROPRIETOR

A. NAME IN FULL (including all given names)	B. RESIDENCE ADDRESS OR ADDRESS FOR SERVICE (see instruction 3)	TYPE OF PARTNERSHIP C. ☐ General ☒ Limited (see instruction 6)	D. SIGNATURE
81472 Canada Ltd. Number 19532-4	Suite 4800, Toronto-Dominion Bank Tower, Toronto-Dominion Ctre. Toronto, Ont. M5K 1E6	$	J. Chalhoub, Pres.
		$	
81562 Canada Limited Number 20036-1	" "	$ 80,000	B. Estefane, Pre
Martin Import Inc. Number - 104646	" "	$ 80,000	F. Kabritta, Pres.
		$	
		$	
		$	

BRESLUBE
P.O. BOX 130, BRESLAU, ONTARIO, CANADA N0B 1M0

TEL. (519) 648-2291
TELEX 069-55246

May 24, 1984

Breslube Enterprises

Mr. Robert G. Sable,
Messrs. Lampl, Sable & Makoroff,
Suite 3000, 710 Fifth Avenue,
Pittsburgh, Pennsylvania,
15219-3088

Dear Mr. Sable:

Re: Loan with Equibank

In accordance with your request of May 17th, 1984 we enclose the following:

1. Copy of the BresLube Enterprises' Limited Partnership Agreement signed in August, 1983.

2. Copy of the BresLube Enterprises' Limited Partnership Amending Agreement dated November 30, 1983.

3. List of customers acquired with purchase of C & J Oil Services.

4. Opinion letter of James R. Guy.

5. Copy of our letter sent to Mr. Terry C. Burton of Hodgson, Russ et al, requesting an Opinion Letter to be sent to your attention as soon as possible.

Please advise if any further information is required.

Yours very truly,

Joseph Chalhoub
President

JC/mp
Encl.

c.c. Mr. W. Densmore

NOTARIAL CERTIFICATE

PROVINCE OF ONTARIO)
)
TO WIT:)

TO ALL TO WHOM THESE PRESENTS MAY COME, BE SEEN OR KNOWN:

I, NORMAN SCOTT RANKIN, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed residing at the City of Toronto, in The Municipality of Metropolitan Toronto, in the said Province, DO CERTIFY AND ATTEST that the paper writing annexed hereto is a true copy of the documents produced and shown to me and purporting to be:

(1) an original copy of the BRESLUBE ENTERPRISES LIMITED PARTNERSHIP AGREEMENT made as of August , 1983 among BRESLUBE INDUSTRIES LIMITED, as the general partner, and 81562 CANADA LIMITED, MARTIN IMPORT INC., L & R SCHOFIELD HOLDINGS INC. and 559592 ONTARIO INC., as the limited partners; and

(2) a certified true copy of the documents filed under the Partnerships Registration Act/the Limited Partnerships Act on September 30, 1983, February 7, 1983, June 1, 1977 and May 17, 1977 with respect to Breslube Enterprises,

the said copies having been compared by me with the said original documents, an act whereof being requested, I have granted the same under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereto set my hand and affixed my Notarial Seal at Toronto, this 3rd day of October, 1983.

A Notary Public and for the
Province of Ontario.

(b) Schofield and Wagner wish to be admitted to the Partnership as additional Limited Partners.

(c) The parties hereto wish to amend the original limited partnership agreement by substituting therefor the provisions of this Agreement so that the Partnership shall be governed by the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration (the sufficiency and receipt whereof is hereby acknowledged) the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

(a) "Act" means the Limited Partnerships Act, Revised Statutes of Ontario, 1980, Chapter 241;

(b) "Auditor" means such member in good standing of the Canadian Institute of Chartered Accountants who is appointed by the General Partner as auditor for the Partnership;

(c) "Capital" means, with reference to a Partner, the amount paid in cash or property, by such Partner or its predecessor in

interest to the Partnership and "Capital" means, with reference to the Partnership, the aggregate Capital of the Partners;

(d) "Declaration" means the declaration filed and recorded under the Act on May 17, 1977 in respect of the Partnership, and changed June 1, 1977 and renewed February 7, 1983 and as may be further amended and renewed from time to time;

(e) "General Partner" means Industries or, if it ceases to be general partner, any successor general partner appointed in the manner provided herein;

(f) "Limited Partner" means a Person who is named as a limited partner in the Declaration;

(g) "Net Income" or "Loss" means the consolidated net income or loss of the Partnership for a fiscal year determined in accordance with generally accepted accounting principles applicable to limited partnerships, applied, to the extent possible, on a consistent basis from year to year;

(h) "Ordinary Resolution" means a resolution approved by more than 50% of the votes cast by those Partners who vote, and who are entitled to vote, at a duly constituted meeting of Partners, or at any adjournment thereof, called in accordance with this Agreement;

(i) "Partner" means the General Partner or a Limited Partner;

(j) "Partnership" means Breslube Enterprises a limited partnership formed under the laws of the Province of Ontario by the filing and recording of the Declaration on May 17, 1977.

(k) "Person" means an individual, corporation, body corporate, partnership, syndicate, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative;

(l) "Section" means a section of this Agreement;

(m) "Special Resolution" means a resolution approved by not less than 75% of the votes cast by those Partners who vote, and are entitled to vote, at a duly constituted meeting of the Partners, or at any adjournment thereof, called in accordance with this Agreement;

(n) "Taxable Income" or "Tax Loss" means the amount of income or loss of the Partnership for a fiscal year determined by the General Partner pursuant to the provisions of the income tax laws of the jurisdictions in which the Partnership or its subsidiaries are operating;

(o) "Unrealized Appreciation" means the amount determined as provided in Section 4.7.

1.2 Interpretation

For all purposes of this Agreement, except as otherwise expressly provided for, or unless the context otherwise requires:

(a) Headings: The headings are for convenience of reference only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) Accounting Terms: All accounting terms not otherwise defined herein have the meanings ordinarily assigned to them and all computations made pursuant to this Agreement shall be made in accordance with generally accepted accounting principles applicable from time to time;

(c) Currency: Any reference to a currency herein is a reference to Canadian currency;

(d) Statutes: Except where otherwise specified, any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(e) Successors: Any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(f) Written Resolutions: Any resolution of the Partners or the Limited Partners consented to at any time by the signatures of all the Partners or Limited Partners entitled to vote is as valid and effective as if an Ordinary Resolution or a Special Resolution

passed at a meeting duly called, constituted and held for that purpose; and

(g) Gender and Number: Words importing the masculine gender include the feminine or neuter gender, and words importing the neuter gender ipclude the masculine or feminine gender, and words in the singular include the plural, and words in plural include the singular.

ARTICLE II

LIMITED PARTNERSHIP

2.1 Formation of Limited Partnership

The General Partner hereby represents and warrants that the Partnership was formed as a limited partnership under the laws of the Province of Ontario on May 17, 1977 the date the Declaration was filed and recorded under the Act. The Partnership shall continue until terminated in accordance with the provisions of this Agreement.

2.2 Name

The Partnership shall carry on business under the name "BRESLUBE ENTERPRISES" or such other name or names as the General Partner may determine from time to time.

2.3 Filing of Declaration

The General Partner shall execute and file an amendment to the Declaration from time to time when required under the Act. The General Partner shall also file any other certificate, document or instrument required under the laws of the Province of Ontario or any other province of territory in Canada. The General

Partner and each Limited Partner, at the request of the General Partner, shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to continue to qualify the Partnership as a limited partnership under the laws of the Province of Ontario. The General Partner shall take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.4 Fiscal Period

The fiscal period of the Partnership shall end on May 31 in each year.

2.5 Business of the Partnership

The general nature of the business of the Partnership is and shall be the re-refining of lubricating oil products and related businesses including the collection of used oil and the marketing of finished products and the businesses of dust control and of disposal services.

2.6 Office of the Partnership

The principal office of the Partnership shall be at Breslau, Ontario. The Partnership may change the location of its principal office within the Province of Ontario and may have such additional places of business as may from time to time be determined by the General Partner.

2.7 Title to Partnership Properties

Legal title to all properties to be acquired by the Partnership may be registered in the name of the Partnership or a Subsidiary thereof or in the name of the General Partner. The

General Partner will hold any such properties as trustee for the Partnership and for the use and benefit of the Partners in accordance with the terms and provisions hereof until such time as the General Partner shall determine that it is appropriate or advisable for the Partnership properties to be held or registered in the name of the Partnership or a subsidiary thereof. Upon Industries ceasing to be General Partner for any reason whatsoever Industries shall transfer all Partnership properties held as trustee in its name, to the new General Partner, if any, failing which as the Partnership may direct.

ARTICLE III

MANAGEMENT OF LIMITED PARTNERSHIP

3.1 Authority of General Partner

The General Partner shall have the power and authority to do such acts and things and to execute and deliver such documents as it considers necessary or desirable for the formation and operation of the Partnership for the purposes stated herein. Subject to any provisions of this Agreement to the contrary, the General Partner shall carry on the business of the Partnership with full power and authority to administer, manage, control and operate such business and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, or document necessary for, or incidental to, the business of the Partnership for and on behalf of and in the name of the Partnership.

3.2 Right to Rely Upon the Authority of General Partner

No person dealing with the Partnership shall be required to inquire into the authority of the General Partner to take any

action or proceeding, to make any decision or to execute and deliver any instrument, deed, agreement or document for or on behalf of or in the name of the Partnership.

3.3 Power of Attorney

Each Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner to act as its true and lawful attorney on its behalf with full power and authority in its name to execute and record on file as and where required:

(a) this Agreement, the Declaration, any amendment to the Declaration, any instrument required to continue and keep in good standing the Partnership as a limited partnership and any other instrument required by law;

(b) any instrument to amend this Agreement in accordance with the terms hereof;

(c) any instrument required in connection with the dissolution and termination of the Partnership;

(d) any instrument required in connection with any election that may be made under the Income Tax Act of Canada; and

(e) such documents on behalf and in the name of the Partnership as may be necessary to give effect to the business of the Partnership and to this Agreement.

3.4 Powers of General Partner

Subject to the limitations set out elsewhere in this Agreement including in particular the provisions of Sections 3.5

and 3.6, and subject to the limitations provided for in the Act, the General Partner has full power and exclusive authority for and on behalf of the Partnership to manage, conduct, control, administer and operate the business and affairs of the Partnership and has all powers and authorities necessary for or incidental to carry out the objects, purposes and business of the Partnership and, without limiting the generality of the foregoing, the General Partner has the power and authority for and on behalf of the Partnership to establish, maintain and close bank accounts for the Partnership and designate from time to time the signatories to such accounts, to sell, transfer, lend on security or otherwise, lease, mortgage, pledge, charge, hypothecate, licence, exchange, convey and finance or refinance or otherwise deal with or dispose of all or any part of or any interest in the undertaking, property and assets of the Partnership, present and future, real or personal, movable or immovable, tangible or intangible, at such times, in such manner and on such terms as the General Partner deems appropriate and to borrow money for the business of the Partnership and from time to time, without limit as to the amount, to draw, make, accept, endorse, execute, negotiate and deliver any instrument, document, agreement or writing whatsoever and particularly but without limiting the generality of the foregoing, any and all bills of exchange, promissory notes, cheques, drafts, orders for the payment or delivery of money, negotiable or mercantile instruments, securities, documents of pledge, warehouse receipts, bills of lading, evidences of indebtedness and to secure the payment of the sums so borrowed, mortgage, pledge, charge, assign and hypothecate, pursuant to the Bank Act of Canada or otherwise, or assign in trust, all or any part of or any interest in the undertaking, property or assets of the Partnership, present and future, real or personal, movable or immovable, tangible or

intangible, or assign any money owing or to be owing to the Partnership and to engage in any other means of financing then customary in Canada.

3.5 Representations, Warranties and Covenants of General Partner

The General Partner represents and warrants to and covenants with each Limited Partner that the General Partner:

(a) is and will continue to be a corporation incorporated and validly subsisting under the laws of Canada;

(b) is and will continue to be duly registered and qualifed to carry on business and has and will continue to have all requisite authority, licences and permits to carry on the business of the Partnership and to enable the Partnership to own or lease property in all provinces of Canada in which the Partnership's activities or the property or assets owned or leased by the Partnership render or will render such registration, qualification, authority, licence or permit necessary;

(c) has the capacity and corporate authority to act as general partner for the Partnership and to perform its obligations under this Agreement, and that such obligations do not and will not conflict with and are not and will not be prohibited by or represent a breach of its articles of incorporation or any agreement to which the General Partner is a party or is otherwise bound;

(d) shall act with the utmost fairness and good faith towards the Limited Partners in the business of the Partnership;

(e) shall exercise its powers and authorities hereunder and manage and operate the Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner; and

(f) shall not engage in any other business venture, investment or activities other than for the purposes set forth in this Agreement and shall devote as much time to the conduct of the business of the Partnership as is reasonably required for the prudent management of the business and affairs of the Partnership.

3.6 Exercise of Powers and Discharge of Duties

The General Partner shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interests of the Partnership and of the Limited Partners as a group and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent Person of its experience would exercise in comparable circumstances. The General Partner may, in its discretion, employ or contract with any Person to carry out any of the duties of the General Partner and may delegate to such Person any power and authority of the General Partner hereunder but no such employment, contract or delegation shall relieve the General Partner of any of its obligations hereunder.

3.7 Commingling of Funds

The funds and assets of the Partnership shall not be commingled with the funds or assets of any other Person, including the General Partner.

3.8 Insurance

The Partnership shall purchase and maintain, or cause to be purchased and maintained, in the name of the Partnership, liability, casualty and other insurance of such types and coverages as are customary in Canada in relation to the operations and assets of the Partnership.

3.9 Reimbursement of General Partner

The General Partner shall be entitled to reimbursement from the Partnership for all costs actually incurred by it in the performance of its duties hereunder in accordance with the terms hereof, including both direct costs incurred for the exclusive benefit of the Partnership (including, without limitation, the cost of retaining professional advisers on behalf of the Partnership) and such portion of the indirect or general administrative costs of the General Partner as are reasonably and fairly allocable to the services rendered by the General Partner to the Partnership under the terms of this Agreement. The foregoing shall not entitle the General Partner to reimbursement of any expense incurred in relation to any action, suit or other proceeding as a result of which it is adjudged to be in breach of any duty or responsibility imposed on it hereunder.

ARTICLE IV

CHANGE, REMOVAL OR RESIGNATION OF GENERAL PARTNER

4.1 Assignment of Interest of General Partner

The General Partner shall not sell, assign, or otherwise transfer its interest or rights as the General Partner in the Partnership except with the prior approval of the Limited Partners given by Special Resolution.

4.2 Removal of General Partner

The General Partner may be removed as the general partner at any time by Special Resolution of the Limited Partners. The effective date of such removal and the appointment of a new general partner shall be the date specified in such Special Resolution.

4.3 Resignation of General Partner

The General Partner may resign as general partner of the Partnership on not less than 180 days written notice thereof to the Limited Partners and such resignation shall become effective upon the earlier of the appointment of a new General Partner by the Limited Partners pursuant to a Special Resolution of the Limited Partners and the last day of the calendar quarter in which such 180 day period ends. The General Partner shall not be permitted to withdraw its resignation once the written notice has been communicated to the Limited Partners.

4.4 Deemed Resignation of General Partner

The General Partner shall be deemed to resign as the general partner of the Partnership in the event of the bankruptcy or the involuntary dissolution, liquidation or winding-up of the General Partner (or the commencement of any act or proceeding in connection therewith which is not contested in good faith by the General Partner) or by the insolvency of the General Partner or by the appointment of a trustee, receiver or receiver and manager of the affairs or properties of the General Partner or if a mortgagee or other encumbrancer shall take possession of the property or assets of the General Partner or a substantial part thereof or if levy or execution or any similar process shall be levied or enforced against the property or assets of the General Partner or

upon the death or mental incompetence of Mr. Joseph Chalhoub the sole director of the General Partner. The General Partner shall forthwith advise the Limited Partners by written notice of the occurrence of any event referred to in this Section 4.4

4.5 Effective Date of Deemed Resignation of General Partner

In the event of the deemed resignation of the General Partner as general partner of the Partnership by virtue of the provisions of Section 4.4, the General Partner shall be deemed to have resigned and shall cease to be the general partner of the Partnership upon the earlier of the appointment of a new General Partner by the Limited Partners pursuant to a Special Resolution of the Limited Partners and the last day of the calendar quarter in which occurs the expiration of 180 days from the date of the giving of the notice of an occurrence of an event referred to in Section 4.4 hereof.

4.6 Payment of General Partner's Account

In the event of the resignation or removal of the General Partner under Sections 4.2, 4.3 or 4.4 at any time during the term hereof, the Partnership shall pay to the resigned or removed General Partner in cash the full amount of any credit balance in the General Partner's Account as at the end of the most recently completed fiscal period prior to the effective date of such resignation or removal, such payment to be made to such resigned or removed General Partner on the effective date of its resignation or removal.

The removed or resigned General Partner shall also be entitled to its allocation of the Net Income or Loss of the Partnership for the fiscal period of the Partnership in which such

removal or resignation takes place calculated up to the effective date of the removal or resignation, such payment to be made within 30 days of the receipt by the Partnership of the audited financial statements for such fiscal period. The General Partner shall be entitled to receive copies of all financial statements prepared with respect to the fiscal year in which such resignation or removal occurs.

4.7 Payment of Unrealized Appreciation

The removed or resigned General Partner shall also be entitled to its allocation of the Partnership's Unrealized Appreciation (as hereinafter defined) in the value of the Partnership. In the event of the removal or resignation of the General Partner the Partnership shall be appraised at fair market value, being the highest price available in an open and unrestricted market between informed, prudent parties, acting at arm's length and under no compulsion to act, expressed in terms of money or money's worth, as at the effective date of the removal or resignation of such General Partner, by a qualified independent professional appraiser who shall be mutually acceptable to the Partners and who is a member in good standing of the Canadian Association of Business Valuators or any successor or branch thereof. If the Partners are unable, within a period of 15 days from the effective date of the removal or resignation of the General Partner, to agree upon such a mutually acceptable single qualified independent professional appraiser, the appraisal of the Partnership shall be made by a board of three qualified independent professional appraisers, each of whom shall be a member in good standing of the Canadian Association of Business Valuators or any successor or branch thereof, and one of whom shall be appointed by the removed or resigned General Partner, one of whom

shall be appointed by the Limited Partners and the third of whom shall be appointed by the two aforementioned appointees. In the event that the three qualified independent professional appraisers are not so appointed within a period of 45 days from the effective date of the removal or resignation of the General Partner, any Partner shall have the right to apply to any court of competent jurisdiction for an order of such court appointing a single qualified independent professional appraiser who is a member in good standing of the Canadian Association of Business Valuators or any successor or branch thereof. In all cases the valuation by the single appraiser or the average of the three appraisers, as the case may be, shall be completed within a period of 120 days from the date of his or their appointment and shall be final and binding upon the parties hereto.

Within 120 days of the receipt of such appraisal, the Partnership shall pay to the removed or resigned General Partner in cash an amount equal to its proportionate share as indicated in the Sharing Ratios of Section 8.2 of the Partnership's Unrealized Appreciation, if any, as at the effective date of such removal or resignation of the General Partner (the "Termination Payment"), provided that if the Partnership does not have sufficient cash to make such payment in full within such 120 day period without severely affecting the requirements of the Partnership business or contravening the provisions of any borrowing arrangements made by the Partnership with any financial institution, the Partnership shall then have the right to pay the removed or resigned General Partner an amount equal to 20% of such Termination Payment within such 120 day period and the balance thereof, with interest thereon at a rate per annum equal to the rate which the Partnership is paying to its principal banker, to be paid by the Partnership to

the removed or resigned General Partner in four equal annual instalments of principal, together with the interest accrued to date, on the anniversary date of the payment of the initial 20% provided that the Partnership can, in its sole discretion, prepay any and all outstanding amounts without bonus or penalty.

Any Termination Payment shall be treated as an expense of the Partnership for the fiscal period of the Partnership in which such Termination Payment is determined. All costs, fees, disbursements and related expenses associated with the appointment of the appraiser or appraisers and the preparation of the appraisal shall be paid by the General Partner in the event the General Partner resigns as aforesaid and shall be paid by the Partnership in the event the General Partner is removed under Section 4.2.

The Partnership's Unrealized Appreciation shall mean the difference between the total fair market value of the Partnership so determined and the sum of the Partners' Accounts and the allocation of the Net Income or Loss of the Partnership as at the effective date of the removal or resignation.

4.8 New General Partner

On the admission of a new General Partner to the Partnership, the General Partner will transfer the management and operation of the business of the Partnership and the books, records and accounts of the Partners to the new General Partner and will execute and deliver all documents necessary to effect such transfer. The substitute General Partner will file all certificates and amendments to any Declaration or other

instruments necessary to record the substitution of such General Partner or to qualify or continue the Partnership as a limited partnership.

4.9 Release of General Partner

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless the General Partner and its officers and directors from any and all costs, damages, liabilities or expenses incurred by the Partnership in connection with the business of the Partnership as a result of or arising out of events occurring after such removal or resignation and caused by or deriving from any act of the General Partner, other than its wilful act or omission, or gross negligence, prior to the date of such removal or resignation.

Upon the removal of the General Partner the Partnership shall obtain the necessary releases from any guarantees entered into by the General Partner and/or its officers and directors in connection with the business of the Partnership.

ARTICLE V

LIABILITY OF PARTNERS

5.1 Unlimited liability of General Partner.

The General Partner has unlimited liability for the liabilities and obligations of the Partnership in the manner and to the extent required by the Act and as set forth in this Agreement. The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment, excepting those negligently made or arising out of misconduct of the General Partner, or for any act or omission believed in good faith to be

within the scope of authority conferred by this Agreement so long as it was not guilty of negligence or wilful misconduct in such act or failure to act.

5.2 Limited Liability of Limited Partners

The liability of each Limited Partner for the liabilities and obligations of the Partnership is limited to the amount of such Limited Partner's Capital contribution plus its share of the undistributed assets of the Partnership.

5.3 Indemnification of Limited Partners

The General Partner will indemnify and hold harmless each Limited Partner for all costs and damages incurred by such Limited Partner that result from not having limited liability, other than a lack of limited liability caused by any act or omission of such Limited Partner. The General Partner will indemnify the Partnership for any damages incurred by the Partnership as a result of misconduct or an act of negligence by the General Partner or any act or omission not believed in good faith to be within the scope of authority conferred by this Agreement.

5.4 Indemnification of General Partner

If the General Partner shall have acted honestly and in good faith and without gross negligence or wilful misconduct in the performance of or wilful disregard or breach of its obligations or duties prescribed by this Agreement, towards the Limited Partners, the Partnership shall indemnify and hold harmless the General Partner and/or its officers and directors from any costs, damages, liabilities or expenses suffered or incurred by the General Partner resulting from or arising out of

any act or omission of the General Partner on behalf of the Partnership or in furtherance of the business of the Partnership, unless such costs, damages, liabilities or expenses result from or arise out of any act, omission or judgment as a result of which the General Partner is adjudged to be in contravention of this Agreement.

ARTICLE VI
LIMITED PARTNERS

6.1 Limitation on Authority of Limited Partners

No Limited Partner shall in its capacity as a Limited Partner:

(a) take part in the control of the business of the Partnership;

(b) execute any document which binds or purports to bind the Partnership or any other Limited Partner;

(c) hold itself out as having the power or authority to bind the Partnership or any other Limited Partner;

(d) undertake any obligation or responsibility on behalf of the Partnership; or

(e) bring any action for partition or sale in connection with the property or other assets of the Partnership, whether real or personal, or register or permit any lien or charge in respect of such property.

Limited Partners shall comply with the provisions of the Act and shall not take any action which will jeopardise or eliminate the status of the Partnership as a limited partnership.

6.2 Activities of Limited Partners and Non-Competition Covenants

Each of the Limited Partners may during the term of this Agreement engage in or possess an interest in such other businesses, ventures, investments or activities as it considers appropriate except those, not approved by the General Partner, which involve the development, manufacture, marketing or otherwise dealing in products and/or services which are the same as, substantially similar to, or competitive with, any of the products and/or services now or at any time during the term of this Agreement being developed, manufactured, marketed or dealt in by the Partnership or any subsidiary thereof being carried on within the same geographical areas in which the business of the Partnership and its subsidiaries is or might be engaged.

In the event that any Partner ceases to be a Partner, for any reason whatsoever, such Partner shall not for a period of two years from the date it ceases to be a Partner, without the prior written consent of all the remaining Partners, directly or indirectly, either individually or in partnership or jointly or in conjunction with any Person, as principal, agent, shareholder or in any other manner whatsoever carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed by any Person engaged in or concerned with or interested in a business which develops, manufactures, markets or otherwise deals in products and/or

services which are the same as, substantially similar to, or competitive with, any of the products and/or services now or at any time during the Agreement being developed, manufactured or marketed or dealt in by the Partnership or any subsidiary thereof within the same geographical areas in which the business of the Partnership and its subsidiaries is or might be engaged at the date of the Partner ceasing to be a Partner.

6.3 Transfer of Interest Generally

No Limited Partner shall sell, transfer, assign or otherwise dispose of its interest in the Partnership unless it is to a Person who:

(a) has signed and delivered to the General Partner a declaration in acceptable form that such Person has the capacity and competence to enter into and be bound by this Agreement;

(b) has completed, executed and delivered to the General Partner an assignment in a form completed and executed in a manner acceptable to the General Partner; and

(c) has agreed in writing to be bound by the provisions of this Agreement and to assume the obligations of the assigning Limited Partner under this Agreement;

provided that the assignee will not become a substituted Limited Partner until the General Partner has amended the Declaration. Where the assignee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner shall be authorized to admit the assignee as a Limited Partner and the

Partners hereby consent to the admission of, and will admit, the assignee to the Partnership as a Limited Partner, without requiring any further act of the Partners. The General Partner will record the assignment and will amend the Declaration by showing the name of the assignee as a substituted Limited Partner and make any and all necessary filings.

A substituted Limited Partner, upon registration of the notice to amend the Declaration in respect of its being substituted as a Limited Partner, shall become a Limited Partner and shall have all of the rights and liabilities of the assigned interest in the Partnership acquired by it (including without limitation the right to assign its interest in the Partnership in accordance herewith) and the assignor of such interest in the Partnership shall thereupon cease to be a Limited Partner; provided however, the assignor shall remain liable for any and all matters arising while it was a Limited Partner as provided in the Act.

6.4 Right of First Refusal

In the event that any Limited Partner (the "Offeror") desires to sell, transfer, assign or otherwise dispose of any of its interest in the Partnership (the "Interest") such party shall first make an offer in writing to all of the other Partners (the "Offerees") to sell such Interest to the Offerees on a pro rata basis according to the Sharing Ratios under Section 8.2 in effect at that time. Such offer shall specify the price, the manner of payment and the time and place of the closing. Each Offeree may accept the offer with respect to the portion of the Interest offered to it within (30) days after the receipt thereof and in the event that no acceptance is received from an Offeree Partner

or group of Partners within such (30) day period, the offer to such Offeree shall be deemed to have been refused. If at the expiry of such (30) day period, the offer to sell the Interest has not been accepted in full by the Offerees, the Offeror shall be required forthwith to offer the unaccepted portion of the Interest on the same terms pro rata as aforesaid to those Offerees who have accepted a part of the original offer and such Offerees shall have a further period of (10) days after the receipt thereof to accept such further offer. If any Interest still remains unaccepted, this process shall be repeated until either all of the offered Interest has been accepted or until it is determined that no Partner or group of Partners will accept an offer to purchase all of the offered Interest, in which latter event the Offeror may then sell all but not less than all of the offered Interest to any Person at a price not less than the price and on terms not more favourable than the terms at which such Interest was offered to the Offerees. If no such sale is completed by the Offeror within (30) days following the expiration of the last of the aforementioned (10) day period, the Offeror shall be required, before selling, transferring, assigning or otherwise disposing of any such Interest, again to offer such Interest in the manner hereinbefore provided and such process shall be repeated so often as any Limited Partner desires to sell, transfer, assign or otherwise dispose of any interest in the Partnership.

6.5 Right to Purchase Interest

In the event that Joseph Estefane, L.S. (Dale) Schofield, or Frank Wagner shall cease to be the persons actively directing the affairs of the Limited Partners, 81562, Schofield and Wagner, respectively, on the account of death or any other reason, then the General Partner or the Partnership, having agreed

by Special Resolution, shall have the option, within 180 days of such event, to purchase the interest of the Limited Partner so affected and such Limited Partner shall sell the same upon the terms and conditions agreed upon provided however that the purchase price and terms of payment shall, unless otherwise agreed, be as determined in accordance with the provisions of Sections 4.6 and 4.7 which shall apply, mutatis mutandis, except that the Partnership shall pay all costs, fees, disbursements and related expenses referred to therein and that, in the case of Schofield, and such event occurring within five years of the date hereof, Schofield shall be entitled to only 25% of its proportionate share of the Unrealized Appreciation, i.e. if the Schofield share remains at 49%, the percentage amount of the Unrealized Appreciation to which it shall be entitled is 12.25%.

In the event that the employment of Frank Wagner shall be terminated by the Partnership or not renewed by the Partnership, then Wagner shall have the option, within 180 days of such event, to sell and the Partnership or the Partners or any of them shall purchase, the interest of Wagner in the Partnership upon the terms and conditions agreed upon provided however that the purchase price and terms of payment shall, unless otherwise agreed, be as determined in accordance with the provisions of Sections 4.6 and 4.7 which shall apply, mutatis mutandis, except that the Partnership shall pay all costs, fees, disbursements and related expenses referred to therein.

6.6 Transfer of Martin Interest

The parties acknowledge and agree that Martin may, at its option, within ninety (90) days of the date hereof, sell, transfer, assign or otherwise dispose of its interest in the

Partnership and that, if Martin so exercises its option, either the remaining Partners or the General Partner or such other Person as it may direct shall purchase the same, provided however, that it is understood that the General Partner shall have the first right to purchase all of the same itself or as it may direct and that the provisions of Sections 6.4 and 6.5 shall not be applicable.

ARTICLE VII

BOOKS, RECORDS AND FINANCIAL INFORMATION

7.1 Books of Account

The General Partner shall keep and maintain, or cause to be kept and maintained, full, complete and accurate books of account and records of the Partnership business at its principal office. All financial transactions of the Partnership shall be recorded and accounted for in accordance with generally accepted accounting principles. All books and records shall be open to the inspection and examination of the duly authorized representatives of each Limited Partner during normal business hours.

7.2 Auditor

The General Partner will, on behalf of the Partnership, retain the Auditor to review and report to the Partners upon the financial statements of the Partnership as at the end of each fiscal period.

7.3 Audited Financial Statements

On or before August 31st in each year, the General Partner shall forward to each Limited Partner an annual report containing audited financial statements of the Partnership for the fiscal year just ended with comparative financial statements for

the immediately preceding fiscal year. The financial statements shall include a balance sheet, a statement of income, a statement of changes in financial position, and a statement of changes in Capital. The General Partner shall also provide each Limited Partner with unaudited interim six-month financial statements of the Partnership. The annual report shall also contain the Auditor's report on the financial statements, a report on allocations and distributions to Partners, and other information material to the business of the Partnership.

7.4 Tax Information

On or before August 31st in each year, the General Partner shall forward to each Limited Partner information as to the Taxable Income or Tax Loss and credits and changes to Capital allocated to such Limited Partner and such other information as is necessary to enable such Limited Partner to file tax returns containing such Limited Partner's income from the Partnership for each fiscal year.

ARTICLE VIII

PARTNERS' ACCOUNTS, ALLOCATIONS & DISTRIBUTIONS

8.1 Partners' Accounts

The General Partner shall establish and maintain a separate account for each Partner to which shall be credited the amount of each Partner's share of Capital, Net Income and all other amounts to which Partners are entitled and to which Net Loss and all distributions to Partners will be charged. No interest shall be payable on such accounts. The interest of a Partner in the Partnership will not terminate by reason of a debit balance in its account.

SPEEDY OIL SERVICES INC.
141 MILTON STREET, BUFFALO, NEW YORK 14210 TEL. (716) 891-8101

P.O. Box 130,
Breslau, Ontario,
N0B 1M0
May 23, 1984

Mr. Terry C. Burton,
Hodgson, Russ, Andrews,
Woods & Goodyear,
1800 One M & T Plaza,
Buffalo, New York,
14203

Dear Mr. Burton:

We require an Opinion Letter from Speedy Oil Services' counsel to be sent to:

Mr. Robert G. Sable,
Messrs. Lampl, Sable & Makoroff,
Suite 3000, 710 Fifth Avenue,
Pittsburgh, Pennsylvania,
15219-3088

certifying that the execution of the following documents by each of the parties is legal and effective under the laws of the jurisdiction in which Speedy was formed and in Pennsylvania. This requirement is important because of the complex organizational structure of the various BresLube entities.

We enclose the following documents:

(1) Security Agreement by and between BresLube-Penn Inc. and Speedy Oil Services Inc and Equibank.

(2) Incumbency Certificate for BresLube-Penn Inc.

(3) Incumbency Certificate for Speedy Oil Services Inc.

(4) Incumbency Certificate for BresLube Industries Limited.

(5) Certificate of Agreement for BresLube Enterprises.

...2

RE-REFINING YOUR WASTE OIL — GUARANTEED COLLECTION

(6) Certificate of Agreement for Speedy Oil Services Inc.

We would appreciate this being completed as soon as possible and a copy of your reply sent to us.

Yours very truly,

Joseph Chalhoub
President

JC/mp
Encl.
✓c.c. Mr. Robert Sable

CERTIFICATE

The undersigned hereby certifies on behalf of BRESLUBE ENTERPRISES, a limited partnership, pursuant to the laws of the Province of Ontario, (the "Partnership") that there are no provisions in the Partnership Agreement or amendments thereto or in the Limited Partnership Act which restrict, limit, or regulate in any way the powers of the Partnership to borrow money upon the credit of the Partnership or to issue, reissue, sell or pledge debt obligations of the Partnership, or to mortgagee, hypothecate, pledge or otherwise create a security interest in all or any property of the Partnership, present or future, to secure any obligations of the Partnership and save pursuant to the Partnership Agreement and the general partner, Breslube Industries Limited, is fully authorized to execute all documents and do all things necessary on behalf of the Partnership.

I hereby undertake to notify you of any changes in our Partnership Agreement, of which you hold a copy, and of any change respecting the authority of our directors, officers or employees to sign on our behalf.

The certificate shall remain in force and be binding upon the Partnership and may be acted upon by Equibank with which any dealings are had by the Partnership until notice to the contrary or if any change therein has been given in writing to the President, Joseph Chalhoub.

DATED this 21st day of May, 1984.

BY: _____
President

Breslube Enterprises,
by its sole General Partner
Breslube Industries limited.

BPDR 0005973

CERTIFICATE OF AGREEMENT
BRESLUBE ENTERPRISES

LAMPL, SABLE & MAKOROFF
ATTORNEYS AT LAW
710 FIFTH AVENUE
PITTSBURGH, PA. 15219

(412) 471-4996

CERTIFICATE OF AGREEMENT
SPEEDY OIL SERVICES, INC.

LAMPL, SABLE & MAKOROFF
ATTORNEYS AT LAW
710 FIFTH AVENUE
PITTSBURGH, PA 15219

(412) 471 4996

CERTIFICATE

The undersigned hereby certify on behalf of SPEEDY OIL SERVICES, INC. ("the Corporation") that there are no provisions in the Articles of Incorporation or the By-Laws of the Corporation or in any unanimous Shareholder Agreement which restrict, limit, or regulate in any way the powers of the Corporation to borrow money upon the credit of the Corporation or to issue, reissue, sell or pledge debt obligations of the Corporation, or to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, present or future, to secure any obligations of the Corporation.

We hereby undertake to notify you of any changes in our Articles of Incorporation, By-Laws or Resolutions of which you hold copies and of any changes respecting the authority of our directors, officers or employess to sign on our behalf.

This Certificate shall remain in force and be binding upon the Corporation and may be acted upon by Equibank with which any dealings are had by the Corporation until notice to the contrary or if any change therein has been given in writing to the President, Joseph Chalhoub, the Vice-President, James Cavill, and the Secretary, Maureen Potvin.

DATED this 21st day of May, 1984.

BY: _____
President

BY: _____
Secretary

BPDR 0005976

INCUMBENCY CERTIFICATE

Re: Equibank

Breslube Industries Limited (the "Corporation")

The undersigned, JOSEPH CHALHOUB, Secretary, duly appointed of the Corporation, hereby certifies that the following persons duly hold the office or offices in the companies set opposite their names below and that the signature set opposite such names are the respective signatures of the said officers:

Office	Name	Signature
Director & President	Joseph Chalhoub	
Secretary	Joseph Chalhoub	

WITNESS the corporate seal of the Corporation this 21st day of May, 1984.

BY: _____
Secretary

INCUMBENCY CERTIFICATE
BRESLUBE INDUSTRIES LIMITED

LAMPL, SABLE & MAKOROFF
ATTORNEYS AT LAW
740 FIFTH AVENUE
PITTSBURGH, PA. 15219

(412) 471-4996

BPDR 0005979

INCUMBENCY CERTIFICATE

Re: Equibank

Breslube-Penn, Inc. (the "Corporation")

The undersigned, JOSEPH CHALHOUB, Secretary, duly appointed of the Corporation, hereby certifies that the following persons duly hold the office or offices in the companies set opposite their names below and that the signature set opposite such names are the respective signatures of the said officers:

Office	Name	Signature
Director & President	Joseph Chalhoub	
Secretary	Joseph Chalhoub	

WITNESS the corporate seal of the Corporation this 21st day of May, 1984.

BY: _____
Secretary

INCUMBENCY CERTIFICATE

BRESPUBE-PENN, INC.

LAMPL, SABLE & MAKOROFF
ATTORNEYS AT LAW
710 FIFTH AVENUE
PITTSBURGH, PA 15219

(412) 471-4996

ORIGINAL
(Red)

INCUMBENCY CERTIFICATE

Re: Guarantee and Chattell Mortgage to Equibank
Speedy Oil Services, Inc. (the "Corporation")

The undersigned, MAUREEN POTVIN, Secretary, duly appointed of the Corporation, hereby certifies that the following persons duly hold the office or offices in the company set opposite their names below and that the signatures set opposite such names are the respective signatures of the said officers:

Office	Name	Signature
Director & President	Joseph Chalhoub	
Director & Vice President	James Cavill	
Secretary	Maureen Potvin	

WITNESS the corporate seal of the Corporation this 21st day of May, 1984.

BY: _____
Secretary

The undersigned hereby certifies that Maureen Potvin is Secretary of the Corporation and that the signature set opposite her name above is the signature of the said Maureen Potvin.

BY: _____
Joseph Chalhoub

INCUMBENCY CERTIFICATE
SPEEDY OIL SERVICES, INC.

LAMPL, SABLE & MAKOROFF
ATTORNEYS AT LAW
710 FIFTH AVENUE
PITTSBURGH, PA 15219
(412) 471-4995

AMENDED LEASE AGREEMENT

AGREEMENT made as of this 1st day of JANUARY, 1980, by and between JOSEPH WISEMAN and RUTH WISEMAN, his wife, of the City of Pittsburgh, Allegheny County, Pennsylvania ("Lessor") and WISEMAN OIL COMPANY, INC., a Pennsylvania business corporation with its principal place of business in the Township of Moon, Allegheny County, Pennsylvania ("Lessee").

WHEREAS Lessor and Lessee entered into a Lease Agreement dated September 9, 1977;

WHEREAS Lessor has recently purchased property which adjoins the property subject to the 1977 Lease, which recently purchased property is described in Exhibit B to the restated Lease set forth herein ("Gunkle property");

WHEREAS Lessee desires to use the Gunkle property in its business;

WHEREAS Lessor and Lessee desire to amend and entirely restate the 1977 Lease;

NOW THEREFORE, intending to be legally bound, the parties hereto agree that the 1977 Lease shall be amended and completely restated as follows, effective the date first written above:

"1. DEMISED PREMISES

The Lessor hereby demises and leases to the Lessee, and the Lessee hereby rents from the Lessor, the following premises, both situate in the Township of Moon, Allegheny County, Pennsylvania:

(a) the premises known and numbered as 86 Montour Road, Coraopolis, Pennsylvania, described more fully in Exhibit "A" which is attached hereto and made a part hereof; and

(b) the premises known as the Gunkle tract, described more fully in Exhibit "B" which is attached thereto and made a part hereof.

FIRST

ALL that certain parcel or tract of land situate in the Township of Moon, County of Allegheny and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Northwestern corner thereof at a pin at a corner common to lands of the grantors, A. M. Gunkle and lands formerly of the A. K. Joy heirs and now of J. P. Mariades; thence along lands of A. M. Gunkle, South 19° 46' West, a distance of Three hundred thirty-five and 74/100 (355.74) feet to a pin; thence continuing along the same, South 74° 8' 20" East, a distance of Two hundred five and 07/100 (205.07) feet to a pin; thence by land nor or formerly of the Montour Railroad Company, North 48° 12' East a distance of Ten and 52/100 (10.52) feet to a point; thence continuing along the same North 34° 55' East, a distance of Seventy-six and 39/100 (76.39) feet to a point; and thence further along the same, North 14° 1' East a distance of Two hundred forty (240) feet to a point at the line of lands formerly of A. K. Joy's heirs and now of Mariades and thence along said line North 70° 14' West, a distance of Two hundred five and 55/100 (205.55) feet to the point at the place of beginning.

CONTAINING 1.64 acres.

TOGETHER WITH a right of way with right of ingress and regress over and along that certain strip of ground which begins at the corner of property of A. M. Gunkle and on the Northerly line of Gust E. Walz and running thence along said Walz line, South 74° 8' 20" East, a distance of One hundred ninety-three and 70/100 (193.70) feet to a post on land now or formerly of the Montour Railroad Company; thence by said line North 48° 21' East a distance of Twenty Three and 71/100 (23.71) feet to line of property above described; thence along line of property herein conveyed, North 74° 8' 20" West, a distance of Two hundred five and 07/100 (205.07) feet to a pin on line of Gunkle and thence by said A. M. Gunkle line, South 19° 46' West, a distance of Twenty and 05/100 (20.05) feet to the point at the place of beginning.

SAID right of way to be used in common with the owners of lands abutting upon the same for purposes of ingress and regress to and from the property above described.

BEING the same property conveyed to the grantors herein by Robert R. Berg and Bernice L. Berg, his wife, by their deed dated the 29th day of June, 1945 and recorded in the Recorder's Office of Allegheny County, aforesaid, in Deed Book Volume 2906, page 79.

SECOND

ALL that certain lot or piece of ground situate in the Township of Moon, County of Allegheny and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on line dividing the G. E. Walz tract from the original tract of which the herein described tract is a part; said iron pin being situate North 75° 23' West 125.43 feet from a stone marking and most westerly corner of tract of John A. Ferguson Estate, et al; said iron pin being also situate N. 75° 23' W. 24.57 feet from a point marking a corner common to said G. E. Walz tract and said original tract; thence by a line thru said original tract, which line curves

to the right on a radius 905.37 feet a distance of 468.52 feet to an iron pin marking a point of tangent; thence by a line thru said original tract S. 80° 17' W. 491.79 feet to an iron pin the center line of a certain public road; thence along center line of said public road and thru said original tract the following four courses and distances as follows:- N. 02° 32' E. 31.41 feet to an iron pin; thence N. 33° 51' E. 152.32 feet to an iron pin; thence N. 25° feet to an iron pin, thence N. 06° 11' E. 262.49 feet to an iron pin on line of C. E. Walz tract aforesaid; thence leaving said public road and along line of said tract S. 75° 23' E. 790.77 feet to an iron pin at the place of beginning containing 5.127 Acres. TOGETHER with the right to lay, maintain, repair and remove one gas line and one sewer pipe line under a certain strip of land 20 feet wide situate in Moon Township aforesaid, being part of said original tract the said gas line and sewer line to be located at or near the Easterly corner of the tract above described at such point or points as may be agreed upon by the parties hereto.

TOGETHER with free and uninterrupted use and liberty and privilege of and passage in and along said strip of land 20 feet wide situate as aforesaid, located between Southerly lines of tract herein described and Northerly right of way of Montour Railroad, together with free ingress, egress and regress to and for grantee, its successors and assigns at all times and seasons forever hereafter along and upon said strip of land in common with said F. J. LeMoyne, one of the Grantees, his heirs and assigns, and tenants and occupants of remainder of said original tract owned by said F. J. LeMoyne and in common with owners or occupants of land along or contiguous to Montour Railroad and their tenants or under tenants.

TO HAVE and to hold in common with each other and forever as a roadway for wagons, other vehicles and pedestrians, all and singular, the use, liberty and privilege granted as aforesaid. This conveyance is made under and subject to any premises hereunder described:

EXCEPTING and reserving also unto Pittsburgh Coal Co., its successors and assigns, all the coal of the several veins in and underlying above described tract of land, together with free and uninterrupted right of way into and under said land but not upon surface thereof, at such points and in such manner as may be proper and necessary for purpose of digging, mining, draining and ventilating and carrying away said coal and other coal now owned or hereafter owned by Pittsburgh Coal Co., its successors and assigns, with waiver of all surface damages and damages of any sort arising out of any and all of the operations aforesaid; together with the privilege of mining and removing thru said described tract of land other coal now owned or hereafter acquired by Pittsburgh Coal Co., its successors and assigns.

EXCEPTING and reserving also unto Pittsburgh Coal Co., its successors and assigns, the right to construct, maintain and operate a line of telegraph and telephone and power poles with necessary wires and arms thereon along boundry line upon which said premises abutt with waiver of all surface damages and damages of any sort arising thereupon together with improvements and privileges.

BEING the same property conveyed to the grantors herein by Perry A. Seetteland by his deed dated June 18, 1945 and recorded in the Recorders Office of Allegheny County of September 28, 1945 in Deed Book Volume 2845, page 642. See also correctional deed dated June 18, 1945 from Hoffman Chemical Corporation, a prior grantor, to Perry A. Seettela

EXHIBIT A

EXHIBIT B

All that certain parcel or tract of land situate in the Township of Moon, County of Allegheny, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northwest corner thereof, at a point in Ewing Road, thence by land now or formerly of A.K. Joy Heirs, South 70 degrees 14 minutes East, 463.61 feet to a pin; the by other land of grantors this day conveyed to Robert R. Berg, et ux, South 19 degrees 46 minutes West, 355.78 feet to a pin on line of land now or formerly of G.E. Walz; thence by said land North 74 degrees 08 minutes 20 seconds West, 357.58 feet to a post; thence by same, North 4 degrees 03 minutes 40 seconds East, 394.90 feet to the point at place of beginning. Containing 3.48 acres, as surveyed by Edeburn Cooper & Company, November 1940.

ALSO, all that other certain parcel or tract of land situate as aforesaid, bounded and described as follows:

BEGINNING at the Southwestern corner thereof, said point being the Southeastern corner of the tract herein above conveyed; thence along line of land of G.E. Walz, South 74 degrees 08 minutes 20 seconds East, 193.70 feet to a post on line of land now or formerly Montour Railroad; thence by said line, North 48 degrees 21 minutes East, 23.71 feet to a pin; thence by land this day conveyed to Robert R. Berg, et ux. North 74 degrees 08 minutes 20 seconds West, 205.07 feet to a pin; thence by land herein above conveyed, South 19 degrees 46 minutes West, 20.05 feet to the place of beginning. Containing .09 acres.

BEING the same property which Catherine E. Gunkle, a widow, and Florian J. Gunkle, her son, granted and conveyed to Catherine E. Gunkle, a widow, grantor herein, by their deed dated April 30, 1979 recorded in the office of the Recorder of Allegheny County, Pennsylvania at Deed Book Volume 6103, page 951.

Provided, however, that Lessor reserves out of the premises described in Exhibit "A" that portion of said premises comprising the building presently used by American Tallow Corporation, the land on which said building is situate and such land immediately contiguous to said building as is reasonably necessary for the operation of American Tallow Corporation's business; and provided, further, that Lessor reserves on behalf of American Tallow Corporation the right of ingress and egress, the right to have all utilities pass through the demised premises, and the right to emit onto or into the air space above the demised premises such liquid or gaseous discharges as are associated with the business of American Tallow Corporation. All references in this Lease to the "demised premises" or to the "leased premises" shall refer to the premises described in both (a) and (b) above.

"2. TERM

The term of this Lease as amended and restated shall commence the date first written above and shall continue for ten (10) years.

"3. RENTAL

Lessee covenants and agrees to pay Lessor during the term of this Lease as rent for the demised premises the following amounts:

(a) One-Hundred Fifty Thousand Dollars ($150,000.00), payable in equal monthly installments of Two Thousand Five Hundred Dollars ($2,500.00) each beginning on the first day of the first sixty (60) months of the term.

(b) An amount equal to One Hundred Fifty Thousand Dollars ($150,000.00) multiplied by a fraction (not less than 1) whose numerator is the average price index for the twelve (12) month period ending sixty (60) months after the date first written above, and whose denominator is the average price index for the twelve (12) month period ending on the date first written above. Such amount shall be payable in sixty (60) equal monthly installments beginning on the first day of the second sixty (60) months of the term. For purposes of this Lease, "price index" shall mean the Consumer's Price Index for the smallest area including the Pittsburgh area, issued by the Federal Bureau of Labor Statistics or any successor agency, and the "average price index" for any 12-month period shall mean the average of those price indices (other than those indices which are

BPDR 0005988

themselves averages) which are released to the public during such period.

(c) With respect to any of the ten twelve (12) month periods during the term of this Lease for which the Lessee has Excess Gross Sales, as defined below, an amount equal to four-tenths of one percent (0.4%) of such Excess Gross Sales for such period, payable no later than thirty (30) days after the end of such period. For purposes of this Lease, "Excess Gross Sales" shall mean the excess (if any) of the Lessee's gross sales for the relevant period over seven million five hundred thousand dollars ($7,500,000.00), provided however that for the second sixty (60) months of the term of this Lease, such $7,500,000.00 figure shall be multiplied by the fraction described in part (b) of Article 3 hereof.

"4. OPTION TO RENEW

Lessee shall have the right to extend the term of this Lease for up to three (3) additional five (5) year periods, by delivering to Lessor written notice of its election to renew no later than ninety (90) days prior to the date on which the Lease would otherwise expire. The rent payable during any such additional five (5) year period shall be as follows:

(a) An amount equal to One Hundred Fifty Thousand Dollars ($150,000.00) multiplied by a fraction (not less than the fraction which was derived with respect to the previous five (5) year period of the term of the Lease) whose numerator is the average price index for the twelve (12) month period ending on the first day of such additional five (5) year period, and whose denominator is the average price index for the twelve (12) month period ending on the date first written above. Such amount shall be payable in sixty (60) equal monthly installments beginning on the first day of such additional five (5) year period.

(b) With respect to any of the five twelve (12) month periods during any such additional 5-year period for which the Lessee has Excess Gross Sales, an amount equal to four-tenths of one percent (0.4%) of such Excess Gross Sales for such period, payable no later than thirty (30) days after the end of such period. Provided however that for any such additional 5-year period, the $7,500,000.00 figure used in defining Excess Gross Sales shall be multiplied by the fraction described in part (a) of Article 4 hereof with respect to such additional 5-year period.

BPDR 0005989

"5. OPTION TO PURCHASE

In the event that during the term of this Lease Lessor receives an offer to buy the demised premises which he intends to accept, he agrees to notify Lessee of such offer, in writing, which notice shall contain a copy of such offer. For a period of fifteen (15) days thereafter, Lessee shall have the option to purchase said property upon the terms and conditions contained in said offer. If Lessee does not accept such offer, Lessor may for a period of ninety (90) days accept such offer; thereafter, Lessee must be given a new notice and option to purchase as herein provided.

"6. REAL ESTATE TAX

Lessee agrees to pay any Real Estate Tax assessed upon the demised premises and improvements thereon during the term hereof, as well as any special assessments levied against the leased premises during the term hereof. Lessee shall have the right, either in its own name or in Lessor's name, to contest any tax assessment at the expense of Lessee. Lessor agrees to furnish Lessee with a copy of any tax statements and notices of assessment increases immediately upon receipt of the same.

"7. SHORT FORM LEASE

It is mutually agreed that a memorandum of Lease will be executed and acknowledged by the parties simultaneously herewith and may be recorded.

"8. UTILITIES

Lessee agrees to pay all public utility services rendered or furnished to the demised premises including water, gas, electricity, sewer rental, sewage treatment facilities and the like, together with all taxes levied or other charges on such utilities and governmental charges based on utility consumption. Lessor agrees to provide all of such utilities to the demised premises; provided, however, that if such utilities are unavailable for a period of thirty (30) days or more Lessee's sole right will be to terminate this Lease.

"9. USE AND CONDITION OF PREMISES

Lessee agrees that it has examined and knows the condition of the demised premises and is satisfied to accept the demised premises in their present condition.

BPDR 0005990

Lessee may occupy and use the demised premises for the purpose of conducting therein its business of re-refining waste oil or, with Lessor's approval, which will not be unreasonably withheld, for any other use permitted by law. Lessee covenants with the Lessor to observe and fulfill all legal provisions and requirements of all statutes, ordinances, rules and regulations whether federal, state, county or municipal, relating to the business conducted on or in the leased premises.

Lessee covenants and agrees after the date of occupancy, to comply with all laws, rules, regulations, orders and requirements of Federal, state, county and municipal authorities with respect to the use and/or occupancy of the demised premises.

"10. ALTERATIONS

Lessee shall have the right to make any alterations or improvements to the demised premises; provided, that any structural alterations will be with Lessor's approval which will not be unreasonably withheld. Lessor agrees to cooperate with Lessee in the filing of any required applications for building, occupancy or other permits. All alterations to said demised premises shall be at Lessee's sole cost and expense and shall be in accordance with all applicable laws. In the event alterations are made to the demised premises, Lessee shall indemnify and save harmless the Lessor from all expenses, liens, claims or damages to either persons or property or the demised premises arising out of or resulting from the undertaking or making of said alterations or improvements. Lessee agrees to remove its improvements if requested to do so by Lessor provided that Lessor requests the same not less than sixty (60) days prior to the expiration of the Lease or renewal term. Lessee shall have the right to remove its alterations as well as all of its machinery and equipment so long as the demised premises are restored to its original condition, reasonable wear and tear and casualty excepted.

"11. MAINTENANCE

Lessee covenants and agrees to be responsible for all maintenance and repairs to the demised premises other than damage caused by Lessor or their agents. Lessor shall have no responsibility whatsoever for repair and maintenance of the demised premises. If Lessee fails, refuses or neglects to maintain the demised premises as required by this Article after written demand, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures or other property or to Lessee's business

BPDR 0005991

by reason thereof, but Lessor shall exercise reasonable care to avoid any such loss or damage and upon completion thereof Lessee shall pay Lessor's cost for making such repairs upon presentation of a bill therefor as additional rent. Nothing herein shall be construed as requiring Lessor to make such repairs.

"12. FIRE AND OTHER CASUALTY

Notwithstanding the fact that during the term of this Lease the demised premises or any improvements thereon suffer damages by reason of fire or other casualty, the terms of this Lease shall continue in full force and effect.

"13. INDEMNITY AND INSURANCE BY LESSEE

Except for injuries and/or damages sustained by persons or property while in or about the demised premises which are occasioned by the gross negligence or willful acts of the Lessor, Lessee covenants and agrees that it will protect, indemnify and save and keep the Lessor forever harmless and indemnified against and from (i) any penalty, damage, assessment or charge imposed for any violation of any law or ordinance, (ii) any claim, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property whomsoever or whatsoever, (iii) any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

Lessee agrees that it will procure, at its own cost and expense and continue in force general liability insurance in an amount of not less than $300,000 and property damage insurance in an amount of not less than $100,000 covering any and all claims for injuries to persons or property damage occurring in, upon or about the demised premises and furnish proof of such coverage to Lessor. Lessee will have Lessor named as a co-insured or a loss payee under said policy. Lessee further agrees that if so requested in writing by Lessor, it will increase the insurance coverage above provided for to amounts of up to $1,000,000 and $300,000, respectively.

Lessee will supply Lessor with Certificates of Insurance. All insurance policies shall provide that they may not be cancelled or altered except upon ten (10) days' prior written notice to Lessor.

Nothing herein shall be deemed to restrict Lessor from carrying its own insurance. Further, none of Lessee's insurance

BPDR 0005992

carriers shall have any rights of any kind against Lessor's insurance carriers.

"14. LESSEE'S PROPERTY IN DEMISED PREMISES

All fixtures, equipment and machinery of any nature which may be in or upon the premises of Lessee shall remain the property of Lessee, and Lessee shall have the privilege and right to remove said property at any time during the term of this Lease in keeping with requirements of its business and upon vacating the premises. Lessee shall repair any damage created by such removal, reasonable wear and tear and damage by fire or other casualty excepted.

"15. QUIET ENJOYMENT

Lessor covenants and agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on the Lessee's part, the Lessee shall, at all times during said term or any renewal thereof have the peaceable and quiet enjoyment and possession of the demised premises without any manner of hindrance from the Lessor or any persons lawfully claiming through the Lessor.

"16. ASSIGNMENT AND SUBLETTING

Lessee shall have the right to assign this Lease or to sublet the whole or any part of the demised premises, only with Lessor's written consent which will not be unreasonably withheld; provided, however, that any such assignment or subletting shall not relieve Lessee from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. For purposes of this Paragraph a transfer of a controlling interest in the stock of Lessee shall be considered an assignment.

"17. ACCESS TO DEMISED PREMISES

Lessee agrees to permit Lessor or Lessor's agent to inspect or examine the demised premises at any reasonable time. Lessor shall have the right, at reasonable times and upon reasonable notice to Lessee, to enter upon the demised premises for a period for the purpose of exhibiting the same to prospective tenants or purchasers. During the last month of the term of this Lease, Lessor may place signs in, or upon said premises to indicate the same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

BPDR 0005993

"18. SURRENDER OF DEMISED PREMISES

Lessee covenants and agrees to deliver up and surrender to the Lessor the possession of the demised premises upon the expiration of this Lease or its earlier termination, as herein provided, in as good condition and repair as the same shall be at the commencement of said term.

"19. CONDEMNATION

If, during the term of this Lease, the title to the whole or such portion of the demised premises that Lessee cannot reasonably operate its business in the remainder is taken as a result of the exercise of the power of eminent domain (hereinafter referred to as the "proceeding") this Lease shall terminate as of the date possession of all or such part of the premises is taken by the condemnor pursuant to the proceeding.

"20. BREACHES AND REMEDIES - DEFAULT BY TENANT

The occurrence of any one or more of the following events shall constitute a material default and a breach of this Lease by the Lessee:

(a) Lessee shall fail, neglect or refuse to pay any installment of rent at the time and in the amount as herein provided, or to pay any other moneys agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof, and if any such default should continue for a period of more than fifteen (15) days after written notice; or

(b) Lessee shall abandon or vacate the demised premises, or shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof is given in writing to Lessee by Lessor (provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Lessee shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance of said notice); or

(c) There shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for

BPDR 0005994

reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, which is not cured or stayed by agreement or Order of Court, or if Lessee makes an assignment by operation of law, or if Lessee makes application to Lessee's creditors to settle or compound or extend the time for payment of Lessee's obligation, or if any execution or attachment shall be levied upon any of the Lessee's property and the same is not cured or stayed within thirty (30) days, or the demised premises are taken or occupied by someone other than the Lessee other than in accordance with Paragraph 16.

In the event of any material default or breach of the Lease by Lessee, Lessee does hereby authorize and fully empower Lessor or Lessor's agent to cancel or annul this Lease at once and remove all persons and their property at the cost of Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used by Lessor. If, pursuant to the preceding sentence, Lessor should cancel or annul the Lease, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of any order of any Court shall be entitled to possession of the demised premises.

The Lessor may, at its option, at any time after a material default or breach of this Lease by Lessee, re-enter and take possession of said premises (after eviction proceedings have been completed) and remove said property without such re-entry working a forfeiture of the rents to be paid and the covenants, agreements and conditions to be kept and performed by Lessee for the full term of this Lease. In such event, Lessor shall have the right, but not the obligation, to divide or subdivide the demised premises in any manner Lessor may determine and to lease or let the same or portions thereof for such period of time and at such rentals and for such use and upon such covenants and conditions as Lessor may elect, applying the net rental from such letting first to the payment of Lessor's expenses incurred in dispossessing Lessee and the cost and expense of making such improvements, alterations and repairs in the demised premises as may be necessary in order to enable Lessor to relet the same, and to the payment of any brokerage commissions or other necessary expenses of Lessor in connection with such reletting. The balance, if any, shall be applied by Lessor from time to time on account of the payments due or payable by Lessee hereunder, with the right reserved to Lessor to bring such action or proceedings for recovery of any deficits remaining unpaid as Lessor may deem appropriate from time to time, without being obligated to await the end of the term hereof for the final determination of Lessee's account.

BPDR 0005995

All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity.

"21. WAIVER OF LESSEE'S DEFAULT

No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Lessor at any time when Lessee is in default in any way affect Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if at any time Lessee shall be in default in any of its covenants or conditions hereunder an acceptance by Lessor of rental during the continuance of such default or the failure on the part of Lessor promptly to avail themselves of such other rights or remedies as Lessor may have, shall not be construed as a waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner hereinbefore provided.

"22. HOLDING OVER

If Lessee lawfully occupies the demised premises after the end of the term, this Lease and all its terms, conditions, provisions and covenants herein specifically given and agreed to shall be in force for another month and so on from month to month unless either party gives notice to the other party in writing at least thirty (30) days prior to the end of any such month not to continue the within Lease beyond the end of any such month, in which event Lessee covenants and agrees that it will vacate the demised premises on or before the end of any such month.

"23. WAIVER OF RIGHTS BY LESSEE

The Lessee expressly waives to the Lessor the benefit of the Commonwealth of Pennsylvania Act No. 20, approved April 6, 1951, entitled "The Landlord and Tenant Act of 1951," requiring three (3) months' notice to vacate the leased premises at the end of the term and covenants and agrees to give up quiet and peaceful possession without further notice from Lessor. The Lessee also waives to the Lessor the benefit of all laws now or hereafter in force in the Commonwealth of Pennsylvania or elsewhere exempting property from liability for rent or debt.

BPDR 0005996

"24. NOTICES

Any bill, statement, notice, communication or payment to be given under this Lease shall be in writing and shall be mailed to the other party at such address as either party shall have designated to the other, and, unless provided otherwise in this Lease, the time of the rendition of such shall be when same is received at such address through the United States Postal Service, certified mail, return receipt requested, postage prepaid. The present addresses of the parties are:

Lessor: Joseph and Ruth Wiseman
540 N. Neville Street
Pittsburgh, PA 15213

Lessee: Wiseman Oil Company, Inc.
Fort Pitt Federal Building
524 Penn Ave., 5th Floor
Pittsburgh, PA 15222

"25. ANNUAL REPORTS

(a) Within thirty (30) days after the end of each twelve (12) month period during the term of this Lease, Lessee shall deliver to Lessor a statement, certified by a certified public accountant showing the computation of Lessee's gross sales for such period, and of any rental due under part (c) of Article 3 hereof, or part (b) of Article 4 hereof.

(b) Lessee shall permit Lessor or his representatives to inspect the books and records of Lessee, at any reasonable time during normal business hours upon reasonable notice to Lessee, for the purpose of inquiring into the obligation of Lessee to pay rentals under part (c) of Article 3 hereof or part (b) of Article 4 hereof.

"26. APPLICABLE LAW

This Agreement has been executed in and shall be construed according to the laws of the Commonwealth of Pennsylvania.

"27. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to

BPDR 0005997

the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the Lessor and the Lessee. Each term and each provision of this Lease to be performed by the Lessee and the Lessor shall be construed to be both a covenant and condition.

"28. CAPTIONS OF ARTICLES

The captions of the articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provision of this instrument.

"29. ENTIRE AGREEMENT

This Lease, with attached Exhibit, contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner than by an agreement in writing signed by all parties hereto or their respective successors in interest."

IN WITNESS WHEREOF, the parties hereto have caused this Amended Lease to be executed as of the day and year first above written.

WITNESSES:	LESSOR:
_____	_____(SEAL) Joseph Wiseman
_____	_____(SEAL) Ruth Wiseman
ATTEST:	LESSEE: WISEMAN OIL COMPANY, INC.
_____ Secretary	By_____ Robert Wiseman, President

(Corporate Seal)

BPDR 0005998

PENNSYLVANIA

NUMBER

SHARES

This Certifies that AMERICAN TALLOW CORPORATION is the registered holder of ONE HUNDRED (100) CLASS A Shares

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

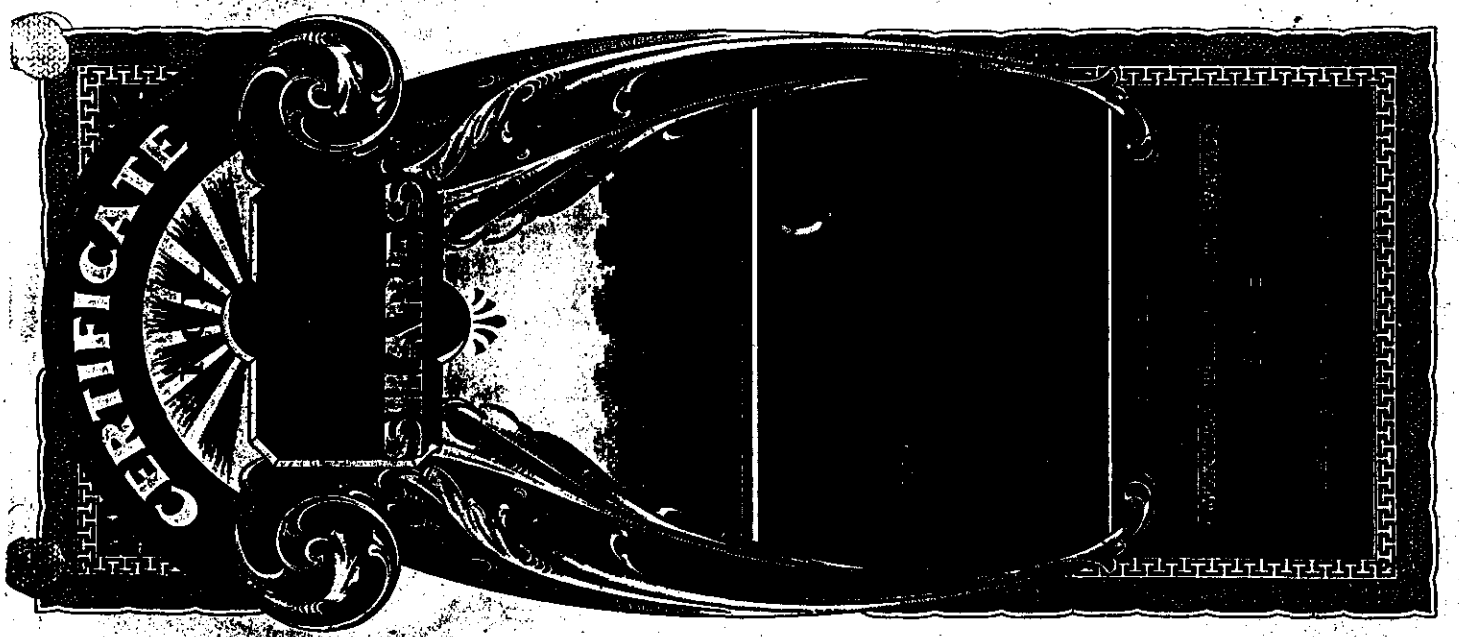
IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this twentieth day of September A.D. 1977

Secretary President

© GOES No. 365

BPDR 0005999

BPDR 0006000



For Value Received, ____ hereby sell, assign and transfer unto _____ Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____ 19____

In presence of

_____ _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

FOR VALUE RECEIVED, _____

HEREBY SELL, ASSIGN AND TRANSFER UNTO

_____

_____

_____ (_____) SHARES OF THE _____ CAPITAL STOCK

OF THE _____

STANDING IN _____ NAME ON THE BOOKS OF SAID _____

_____ REPRESENTED BY CERTIFICATE NO. _____ HEREWITH

AND DO HEREBY IRREVOCABLY CONSTITUTE AND APPOINT _____

_____ ATTORNEY TO TRANSFER THE SAID STOCK ON THE BOOKS

OF THE WITHIN NAMED _____ WITH FULL POWER OF SUBSTITUTION IN THE PREMISES.

AMERICAN TALLOW CORPORATION

DATED _____

IN THE PRESENCE OF

_____

Joseph Vreeman _____ SEAL
President & Chairman of the Board

ASSIGNMENT OF STOCK SEPARATE FROM CERTIFICATE
34-047 (3-65)

LETTER OF CONSENT TO PLEDGE AND HYPOTHECATION

Equibank N.A.

Date ...March 21, 1979.....

Commercial Loan Adjustment..... Office

Pittsburgh....., Pennsylvania

Dear sir:

The Undersigned, intending to be legally bound hereby, hereby certifies and agrees that:

.....WISEMAN OIL COMPANY, INC.....
(hereinafter called the "Borrower") is authorized to pledge and hypothecate under the terms of your general loan and security agreement and/or security agreement note forms or otherwise, for the Borrower's own account or otherwise the collateral as hereinafter set forth, and the Undersigned agrees that, when so pledged and hypothecated, the collateral shall secure, and that a security interest in the collateral and the proceeds thereof including, without limitation, all rights, warrants, substitutions, cash or any other thing of value pertaining thereto exist and will continue to exist in your favor as security for, any and all loans and/or advances at any time or from time to time made by you to the Borrower, any present or future indebtedness or other obligations of the Borrower to you, and all other indebtedness or other obligations, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, howsoever evidenced or acquired, and whether joint, several, or joint and several, or independent of the Borrower, and any renewals or extensions of any or all thereof (all being hereinafter called the "Liabilities of the Borrower"), and the Undersigned waives any notice of the creation, existence, renewal or extension of any such Liabilities of the Borrower. The following described Securities and/or personal property owned by the Undersigned are the aforesaid collateral (hereinafter collectively called the "Collateral"), to wit:

100 Shares of Wiseman Oil Company, Inc. evidenced by
Certificate No. 2

BPDR 0006002

The Undersigned further certifies that the Undersigned has good and valid title, legal and equitable, to the Collateral, free and clear of all claims, liens, charges, security interests, limitations, agreements, restrictions on transfer and encumbrances of any nature whatsoever. If the Collateral consists in whole or part of "securities" within the meaning of the federal securities laws, the Undersigned warrants that such securities have been duly registered in accordance with those laws and any applicable state laws, and are freely saleable and transferrable.

If the Collateral consists in whole or part of securities, you are hereby expressly authorized at any time and from time to time to transfer said securities, or any thereof, into your name or into the name of any

nominee of yours, without disclosing that the same are pledged or hypothecated, and without any indication on any new certificate or other document issued to evidence such securities that they are pledged or hypothecated, and any corporation or association, or any of the managers or trustees of any trust, issuing any of said securities, or its or their transfer agent, shall not be bound to inquire in the event that you or said nominee makes any further transfer of such securities, or any thereof, as to whether you or your nominee has the right to make such further transfers, and shall not be liable for transferring the same.

You are hereby expressly authorized, in your discretion, to accept and act upon any or all written instructions given to you either by the Borrower or the Undersigned regarding any sale or other dispositions of all or any part of the Collateral, or any additions thereto, or substitutions therefor, or proceeds thereof, or any other collateral or security of the Undersigned available to you, including deliveries or payments of the same or any part thereof, to or upon the order of either the Borrower or the Undersigned. Any additions, substitutions or proceeds of the Collateral in any form whatsoever in the possession of either the Undersigned or the Borrower at any time now or hereafter shall be held in trust for you and shall be immediately delivered to you with such endorsements and assignments as you may require.

The authorizations hereinbefore contained shall remain in full force and effect until receipt by you of written notice from the Undersigned of the revocation or termination hereof; provided, however, that no revocation or termination hereof shall affect in any manner your rights arising hereunder with respect to any Liabilities of the Borrower which shall have been created, contracted, assumed or incurred prior to receipt by you of written notice of such revocation or termination, or the Liabilities of the Borrower which shall have been created, contracted, assumed or incurred after receipt of such written notice pursuant to any agreement, written or oral, entered into by you prior to receipt of such written notice.

The Undersigned hereby agrees to save you harmless in your reliance hereon, prior to your receipt of written notice of revocation or termination hereof, whether or not any or all authorizations hereinbefore contained may theretofore have been terminated by operation of law or otherwise. Any action permitted hereby or under the terms and provisions of any instruments evidencing the Liabilities of the Borrower may be taken without notice to the Undersigned or the Borrower. The Undersigned agrees that you, in exercise of any of your rights under any notes of the Borrower, may sell any part or all of the Collateral or otherwise deal with it as if it was owned by the Borrower, receive the proceeds from any sale or other disposition and apply the same, in whole or in part, to any of the Liabilities of the Borrower without notice to the Undersigned. The foregoing includes the power, without any notice to the Undersigned, to convert any part or all of the Collateral into money by selling it on any recognized market in the customary manner or by causing it to be redeemed (where the Collateral consists of redeemable securities). Any costs, expenses, broker fees, filing fees or legal fees incurred by you in connection with the sale or conversion into money of any Collateral shall be deemed to be Liabilities of the Borrower secured by the Collateral regardless of whether they were incurred before or after receipt by you of written notice or revocation or termination hereof.

The Undersigned hereby waives notice of default in the payment of any Liabilities of the Borrower, notice of sale or other realization upon the Collateral or any part thereof, or any other notice or demand otherwise required to be given to or made upon the Borrower or the Undersigned by law, by the terms and provisions hereof, or by the terms and provisions of any instruments evidencing the Liabilities of the Borrower, or any notice or demand which you elect to give to or make upon the Borrower.

To the extent that notice to the Undersigned of the sale or other disposition of the Collateral, or notice of any other event, is required by law and cannot be waived entirely by the Undersigned, it is expressly

agreed that reasonable notice shall consist of twenty-four hours' notice delivered by telephone, telegraph or certified mail to the Undersigned's address stated below.

No modification or waiver of any of the provisions hereof shall be effective unless expressly stated in writing and signed for or on behalf of you and then only in the specific instance for which given. The use of any gender herein shall include all genders and the singular shall include the plural. Each reference herein to the Undersigned shall be deemed to include the Undersigned's heirs, executors, legal representatives, successors and assigns.

This agreement shall be binding upon the Undersigned and his heirs, executors, legal representatives, successors and assigns, and shall inure to your benefit and the benefit of your successors and assigns.

WITNESS the due execution hereof the 21 day of March, 1979.

AMERICAN TALLOW CORPORATION

By _____ (L.S.)

President

(Permanent Address)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of March, 1979, before me, a notary public, the Undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

The Borrower referred to in the foregoing Agreement, intending to be legally bound hereby, accepts notice of the execution and delivery thereof and of the terms and provisions thereof. The Borrower hereby agrees that you may at any time or from time to time accept payment from the person(s) signing the foregoing Agreement of all or any part of the Liabilities of the Borrower, as defined in the foregoing Agreement, and/or transfer or assign any or all instruments evidencing such Liabilities of the Borrower and the Collateral securing the same to said person(s) or to anyone else, all without recourse to/or warranty by you. Any action permitted hereby or under the terms and provisions of the foregoing Agreement or of any instruments evidencing said Liabilities of the Borrower may be taken without notice to the Borrower.

WITNESS the due execution hereof this 21 day of March, 1979.

WISEMAN OIL COMPANY, INC.

By _____ (L.S.)

President

(Permanent Address)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____ , 19 ____, before me, a notary public, the Undersigned officer, personally appeared _____ , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

EXHIBIT "A"
TO
LETTER OF CONSENT TO PLEDGE AND HYPOTHECATION

The following is a list of additional [substituted] collateral to be held pursuant to the Letter of Consent to Pledge and Hypothecation dated _____ between _____ and Equibank N.A.

Quantity	*Description*	*Registered Owner*

Dated _____ Furnished by _____ L.S.

Dated _____ Accepted: Equibank N.A.

By _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____ , 19 ____ , before me, a notary public, the Undersigned officer, personally appeared _____ , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____ , 19 ____, before me, a notary public, the Undersigned officer, personally appeared _____ , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

EXHIBIT "A"
TO
LETTER OF CONSENT TO PLEDGE AND HYPOTHECATION

The following is a list of additional [substituted] collateral to be held pursuant to the Letter of Consent to Pledge and Hypothecation dated _____ between _____ and Equibank N.A.

Quantity	*Description*	*Registered Owner*

Dated _____ Furnished by _____ L.S.

Dated _____ Accepted: Equibank N.A.

By _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____ , 19 ____ , before me, a notary public, the Undersigned officer, personally appeared _____ , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

agreed that reasonable notice shall consist of twenty-four hours' notice delivered by telephone, telegraph or certified mail to the Undersigned's address stated below.

No modification or waiver of any of the provisions hereof shall be effective unless expressly stated in writing and signed for or on behalf of you and then only in the specific instance for which given. The use of any gender herein shall include all genders and the singular shall include the plural. Each reference herein to the Undersigned shall be deemed to include the Undersigned's heirs, executors, legal representatives, successors and assigns.

This agreement shall be binding upon the Undersigned and his heirs, executors, legal representatives, successors and assigns, and shall inure to your benefit and the benefit of your successors and assigns.

WITNESS the due execution hereof the 9 day of JUNE, 19 80.

R.L.W. Robert L. Wiseman (L.S.)

(Permanent Address)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 9th day of June, 19 80, before me, a notary public, the Undersigned officer, personally appeared Robert L. Wiseman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Margaret A. Bannon
Notary Public
MARGARET A. BANNON, NOTARY PUBLIC
WEST VIEW BORO, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 16, 1984
Member, Pennsylvania Association of Notaries

The Borrower referred to in the foregoing Agreement, intending to be legally bound hereby, accepts notice of the execution and delivery thereof and of the terms and provisions thereof. The Borrower hereby agrees that you may at any time or from time to time accept payment from the person(s) signing the foregoing Agreement of all or any part of the Liabilities of the Borrower, as defined in the foregoing Agreement, and/or transfer or assign any or all instruments evidencing such Liabilities of the Borrower and the Collateral securing the same to said person(s) or to anyone else, all without recourse to/or warranty by you. Any action permitted hereby or under the terms and provisions of the foregoing Agreement or of any instruments evidencing said Liabilities of the Borrower may be taken without notice to the Borrower.

WITNESS the due execution hereof this 14 day of ~~March~~ MAY, 19 80.

Wisemand Oil Companym INc.

Joseph Wiseman (L.S.)

(Permanent Address)

nominee of yours, without disclosing that the same are pledged or hypothecated, and without any indication on any new certificate or other document issued to evidence such securities that they are pledged or hypothecated, and any corporation or association, or any of the managers or trustees of any trust, issuing any of said securities, or its or their transfer agent, shall not be bound to inquire in the event that you or said nominee makes any further transfer of such securities, or any thereof, as to whether you or your nominee has the right to make such further transfers, and shall not be liable for transferring the same.

You are hereby expressly authorized, in your discretion, to accept and act upon any or all written instructions given to you either by the Borrower or the Undersigned regarding any sale or other dispositions of all or any part of the Collateral, or any additions thereto, or substitutions therefor, or proceeds thereof, or any other collateral or security of the Undersigned available to you, including deliveries or payments of the same or any part thereof, to or upon the order of either the Borrower or the Undersigned. Any additions, substitutions or proceeds of the Collateral in any form whatsoever in the possession of either the Undersigned or the Borrower at any time now or hereafter shall be held in trust for you and shall be immediately delivered to you with such endorsements and assignments as you may require.

The authorizations hereinbefore contained shall remain in full force and effect until receipt by you of written notice from the Undersigned of the revocation or termination hereof; provided, however, that no revocation or termination hereof shall affect in any manner your rights arising hereunder with respect to any Liabilities of the Borrower which shall have been created, contracted, assumed or incurred prior to receipt by you of written notice of such revocation or termination, or the Liabilities of the Borrower which shall have been created, contracted, assumed or incurred after receipt of such written notice pursuant to any agreement, written or oral, entered into by you prior to receipt of such written notice.

The Undersigned hereby agrees to save you harmless in your reliance hereon, prior to your receipt of written notice of revocation or termination hereof, whether or not any or all authorizations hereinbefore contained may theretofore have been terminated by operation of law or otherwise. Any action permitted hereby or under the terms and provisions of any instruments evidencing the Liabilities of the Borrower may be taken without notice to the Undersigned or the Borrower. The Undersigned agrees that you, in exercise of any of your rights under any notes of the Borrower, may sell any part or all of the Collateral or otherwise deal with it as if it was owned by the Borrower, receive the proceeds from any sale or other disposition and apply the same, in whole or in part, to any of the Liabilities of the Borrower without notice to the Undersigned. The foregoing includes the power, without any notice to the Undersigned, to convert any part or all of the Collateral into money by selling it on any recognized market in the customary manner or by causing it to be redeemed (where the Collateral consists of redeemable securities). Any costs, expenses, broker fees, filing fees or legal fees incurred by you in connection with the sale or conversion into money of any Collateral shall be deemed to be Liabilities of the Borrower secured by the Collateral regardless of whether they were incurred before or after receipt by you of written notice or revocation or termination hereof.

The Undersigned hereby waives notice of default in the payment of any Liabilities of the Borrower, notice of sale or other realization upon the Collateral or any part thereof, or any other notice or demand otherwise required to be given to or made upon the Borrower or the Undersigned by law, by the terms and provisions hereof, or by the terms and provisions of any instruments evidencing the Liabilities of the Borrower, or any notice or demand which you elect to give to or make upon the Borrower.

To the extent that notice to the Undersigned of the sale or other disposition of the Collateral, or notice of any other event, is required by law and cannot be waived entirely by the Undersigned, it is expressly

LETTER OF CONSENT TO PLEDGE AND HYPOTHECATION

Equibank N.A.

Date ....March 12, 1980...

Loan Adjustment Department ..... Office

Pittsburgh, ..., Pennsylvania

Dear sir:

The Undersigned, intending to be legally bound hereby, hereby certifies and agrees that:

.....Wiseman Oil Company, Inc.....

(hereinafter called the "Borrower") is authorized to pledge and hypothecate under the terms of your general loan and security agreement and/or security agreement note forms or otherwise, for the Borrower's own account or otherwise the collateral as hereinafter set forth, and the Undersigned agrees that, when so pledged and hypothecated, the collateral shall secure, and that a security interest in the collateral and the proceeds thereof including, without limitation, all rights, warrants, substitutions, cash or any other thing of value pertaining thereto exist and will continue to exist in your favor as security for, any and all loans and/or advances at any time or from time to time made by you to the Borrower, any present or future indebtedness or other obligations of the Borrower to you, and all other indebtedness or other obligations, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, howsoever evidenced or acquired, and whether joint, several, or joint and several, or independent of the Borrower, and any renewals or extensions of any or all thereof (all being hereinafter called the "Liabilities of the Borrower"), and the Undersigned waives any notice of the creation, existence, renewal or extension of any such Liabilities of the Borrower. The following described Securities and/or personal property owned by the Undersigned are the aforesaid collateral (hereinafter collectively called the "Collateral"), to wit:

90 Shares ; of Class A Common Stock of Wiseman Oil Company, Inc.
represented by Certificate number 4 , registered in
name of Robert L. Wiseman

ORIGINAL (Red)

BPDR 0006009

The Undersigned further certifies that the Undersigned has good and valid title, legal and equitable, to the Collateral, free and clear of all claims, liens, charges, security interests, limitations, agreements, restrictions on transfer and encumbrances of any nature whatsoever. If the Collateral consists in whole or part of "securities" within the meaning of the federal securities laws, the Undersigned warrants that such securities have been duly registered in accordance with those laws and any applicable state laws, and are freely saleable and transferrable.

If the Collateral consists in whole or part of securities, you are hereby expressly authorized at any time and from time to time to transfer said securities, or any thereof, into your name or into the name of any

FOR VALUE RECEIVED, _____

HEREBY SELL, ASSIGN AND TRANSFER UNTO

_____

_____

_____ (_____) SHARES OF THE _____ CAPITAL STOCK

OF THE _____

STANDING IN _____ NAME ON THE BOOKS OF SAID _____

_____ REPRESENTED BY CERTIFICATE NO. _____ HEREWITH

AND DO HEREBY IRREVOCABLY CONSTITUTE AND APPOINT _____

_____ ATTORNEY TO TRANSFER THE SAID STOCK ON THE BOOKS

OF THE WITHIN NAMED _____ WITH FULL POWER OF SUBSTITUTION IN THE PREMISES.

DATED _____

IN THE PRESENCE OF

_____

Robert L. Weiss GEN.

ASSIGNMENT OF STOCK SEPARATE FROM CERTIFICATE
34-047 (3-65)

BPDR 0006010

PENNSYLVANIA

WISEMAN OIL CO., INC.

This Certifies that ROBERT L. WISEMAN is the registered holder of NINETY---------- Shares

CLASS A

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

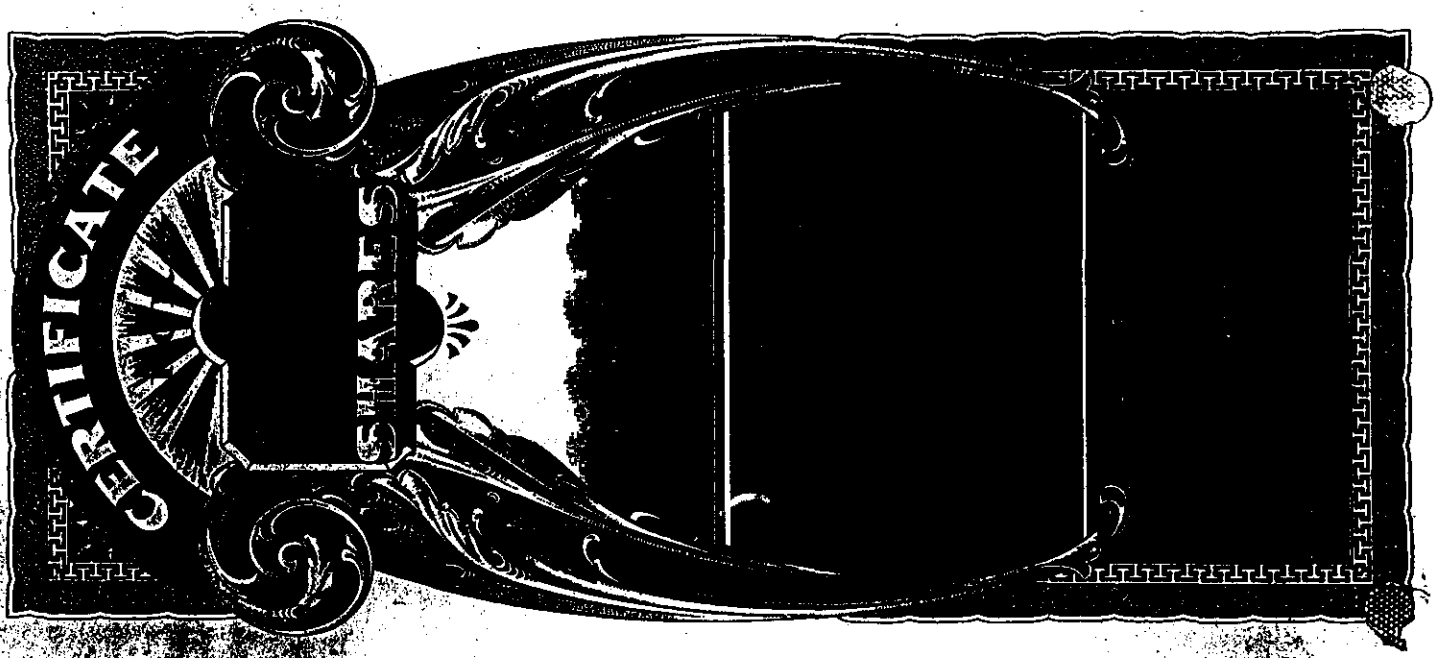
IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this first day of February A.D. 1980

SECRETARY

PRESIDENT

©GOES No. 385

BPDR 0006011



For Value Received, ____ hereby sell, assign and transfer unto _____

_____ Shares

represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney

to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____ 19____

In presence of

_____ _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

ORIGINAL (Red)

Changes marked in red

ORIGINAL (Red)

STOCK PURCHASE AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 1980, by and among WISEMAN OIL COMPANY, INC., a Pennsylvania business corporation with its principal place of business in the Township of Moon, Allegheny County, Pennsylvania ("Corporation"); AMERICAN TALLOW CORPORATION, a Pennsylvania business corporation with its principal place of business in the Township of Moon, Allegheny County, Pennsylvania ("Tallow"); JOSEPH WISEMAN and RUTH WISEMAN, his wife, of the City of Pittsburgh, Allegheny County, Pennsylvania; ROBERT L. WISEMAN of the City of Pittsburgh, Allegheny County, Pennsylvania; STEPHEN K. WISEMAN of Pittsburgh, Allegheny County, Pennsylvania and EILEEN W. FANBURG of the City of Bethesda, Montgomery County, Maryland (the last three individuals referred to herein as the "New Shareholders").

WITNESSETH:

WHEREAS Joseph Wiseman and Ruth Wiseman each own 50% of the total outstanding shares of Tallow, and Tallow owns all of the 100 outstanding shares of the Corporation;

WHEREAS Equibank N.A. ("Equibank") loaned certain sums of money to the Corporation pursuant to a commitment letter dated September 8, 1977 ("Indebtedness");

ORIGINAL
(Red)

WHEREAS Tallow has pledged all of the Corporation's currently outstanding shares to Equibank as security for the Indebtedness;

WHEREAS Joseph Wiseman and Ruth Wiseman guaranteed repayment of the Indebtedness (and of all other liabilities of the Corporation to Equibank) up to a maximum amount of $750,000, pursuant to an Agreement of Guaranty and Suretyship executed by them on September 9, 1977 ("Guaranty");

WHEREAS in November, 1978, Joseph Wiseman and Ruth Wiseman caused Tallow to grant to Robert L. Wiseman and Stephen K. Wiseman an option to purchase all of the outstanding shares of the Corporation, in connection with negotiations then in progress between the optionees and Boliden A. B., a Swedish corporation ("Boliden"), toward the purchase by Boliden of all the stock or assets of the Corporation, and of the real estate leased by the Corporation, for approximately $250,000 plus assumption or discharge of the Indebtedness; and

WHEREAS the value of such real estate was $230,000 in March 1979; and

WHEREAS Robert L. Wiseman and Stephen K. Wiseman cut off such negotiations and surrendered such option in March 1979 in exchange for the oral promise of Joseph Wiseman and Ruth Wiseman that they would sell substantial equity interests in the Corporation to each of their three children, provided that the three children would agree to indemnify Joseph Wiseman and Ruth Wiseman against loss under the Guaranty; and

BPDR 0006014

WHEREAS the loan agreement between the Corporation and Equibank concerning the Indebtedness was renegotiated in March 1979, and a new loan agreement dated March 21, 1979, was executed by the Corporation and Equibank, N.A.;

WHEREAS Joseph Wiseman and Ruth Wiseman, in order to help obtain Equibank's adherence to such new loan agreement, gave a mortgage to Equibank encumbering the real estate then owned by them and leased to the Corporation;

WHEREAS Robert L. Wiseman, Stephen K. Wiseman and Eileen W. Fanburg have been employed by the Corporation in the capacities of President, Executive Vice President, and Assistant Secretary-Treasurer respectively, and will enter into ten-year employment contracts with the Corporation as of January 1, 1980;

WHEREAS Robert L. Wiseman, Stephen K. Wiseman and Eileen W. Fanburg desire to purchase an equity interest in the Corporation.

NOW THEREFORE, intending to be legally bound, and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Initial Purchase of Stock. (a) Each of the New Shareholders agrees to purchase, and the Corporation agrees to sell to each of the New Shareholders, ninety (90) shares of newly issued Class A common stock of the Corporation, at the price of six thousand dollars ($6,000.00) for each 90-share block. The purchase price for each 90-share block shall

BPDR 0006015

ORIGIN
(Red)

be paid to the Corporation in one lump sum no later than January 31, 1980. Upon receipt of full payment for any 90-share block, the Corporation shall deliver to the purchaser a certificate or certificates representing such shares.

(b) The Corporation and Tallow represent and warrant that the only shares of the Corporation's stock which are now issued and outstanding are one-hundred (100) shares of its Class A common stock, and that these shares are issued to Tallow and pledged by Tallow to Equibank as security for the Indebtedness.

(c) Tallow and the New Shareholders agree that they will cause the Articles of Incorporation of the Corporation to be amended, effective as soon as practicable but in no event more than 180 days after the date first written above as follows:

(1) By adding a new Article 7 to read as follows:

> The business and affairs of the Corporation shall be managed by a Board of five Directors.

(2) By adding a new Article 8 to read as follows:

> The Corporation may not issue shares, option rights, or securities having conversion or option rights without first offering them to the Corporation's shareholders in proportion to such shareholders' ownership of Class A common stock at the time of the offer.

The parties hereto agree that the Corporation's five Directors shall be Joseph Wiseman, Ruth Wiseman and the three New Shareholders, personally or by nominee, and they agree to vote their

BPDR 0006016

shares so as to elect such persons or their nominees as Directors of the Corporation.

2. Option of New Shareholders to Purchase Additional Stock. (a) Tallow hereby grants to each of the New Shareholders an option to purchase eighteen (18) (and not fewer) shares of the Corporation's Class A common stock from Tallow. Such options shall be exercisable at any time during the one-year period beginning on the later of the following occurrences:

(1) The complete discharge of Joseph Wiseman and Ruth Wiseman from their obligations under the Guaranty. (If one or more of the New Shareholders shall pledge to Joseph Wiseman and Ruth Wiseman an amount in cash or cash equivalents equal to the maximum amount which Joseph Wiseman and/or Ruth Wiseman might be required to pay to Equibank under the Guaranty, as security for the New Shareholders' obligations under section 4 below, such pledge shall be considered a complete discharge of Joseph Wiseman and Ruth Wiseman from their obligations under the Guaranty for purposes of this section 2(a)(1).)

(2) The complete discharge of all indebtedness owed by the Corporation or any affiliate to Joseph Wiseman, Ruth Wiseman, and/or Tallow.

(b) Each such option shall be exercisable by delivery of written notice of exercise by the optionee to Tallow and to each of the other two optionees. Any optionee who exercises

BPDR 0006017

such option shall tender his or her note for the purchase price, as described in sections 2(c) and (d) below, no later than ninety (90) days after delivery of such notice. Upon receipt of such note, Tallow shall deliver to the optionee a certificate or certificates representing the shares which are subject to the option, as well as all documents which may be required to transfer ownership of such shares to the optionee.

(c) For purposes of this section 2, the purchase price per share shall be the book value of the Corporation on the date of delivery of the notice of exercise, reduced by the value of any Class B common stock then outstanding, divided by the total number of shares of the Corporation's Class A common stock outstanding on such date, provided that such purchase price shall be no less than sixty-six and two-thirds dollars ($66 2/3) per share and no more than four thousand three hundred forty-eight dollars and fifty cents ($4,348.50) per share. The book value of the Corproation shall be as determined by the accountants regularly servicing the Corporation's books, on an accrual basis, in accordance with standard accounting practices consistently applied. Tallow shall notify the optionee in writing of the purchase price no later than sixty (60) days after delivery of the notice of exercise.

(d) The note for the purchase price shall be a negotiable judgment note providing for payment of such price in no more than ten (10) annual installments beginning one

BPDR 0006018

ORIGIN
(Red)

(1) year after delivery of such note, with interest on the outstanding balance payable at the rate of six percent (6%) per annum. Each annual payment of principal and interest shall equal in the aggregate the lesser of (i) ten thousand dollars ($10,000.00) or (ii) the sum of one-tenth (1/10) of the total purchase price plus interest accrued to the date of such annual payment. Provided, however, that the amount of the last annual installment shall equal the entire unpaid principal balance plus all accrued and unpaid interest. Such note shall permit prepayment of principal without penalty, and shall provide for acceleration upon default in any payment.

3. Corporation's Option to Purchase Tallow's Stock.

(a) Tallow hereby grants to the Corporation an option to purchase from Tallow that number of shares (and not fewer) of the Corporation's stock which are subject to the option under section 2 hereof. The Corporation's option shall only be exercisable during the one-year period beginning on the later of the two occurrences described in sections 2(a)(1) and (2) hereof. Provided, however, that the Corporation's option shall be exercisable only to the extent that one or more of the New Shareholders shall have notified the Corporation in writing of his or her irrevocable election not to exercise his or her option under section 2 hereof. Provided further, that at the election of Joseph Wiseman, the exercise of the Corporation's option shall be ineffective unless Joseph Wiseman or Tallow shall have obtained an opinion

BPDR 0006019

of legal counsel, or a ruling from the Internal Revenue Service, to the effect that the purchase of Tallow's shares by the Corporation will qualify for exchange treatment under Section 302(b) of the Internal Revenue Code.

(b) The option under this section 3 shall be exercisable by delivery of written notice of exercise by the Corporation to Tallow. The Corporation shall tender its note for the purchase price, as described in sections 3(c) and (d) below, no later than sixty (60) days after delivery of such notice. Upon receipt of such note, or (if later) ten (10) days after the issuance of the opinion or ruling described in section 3(a) above (if Joseph Wiseman shall have elected to seek such opinion or ruling), Tallow shall deliver to the Corporation a certificate or certificates representing the number of shares which are subject to the option, as well as all documents which may be required to transfer ownership of such shares to the Corporation. If Joseph Wiseman shall have elected to seek the opinion or ruling described in section 3(a) above, and if such opinion or ruling is not issued within a reasonable time, the Corporation may elect in writing to cancel the exercise of its option and to have its note returned to it.

(c) For purposes of this section 3, the purchase price per share shall be the book value of the Corporation on the date of delivery by the Corporation of its notice of

BPDR 0006020

exercise, reduced by the value of any Class B common stock then outstanding, divided by the total number of shares of the Corporation's Class A common stock outstanding on such date, provided that such purchase price shall be no less than sixty-six and two-thirds dollars ($66 2/3) per share and no more than four thousand three hundred forty-eight dollars and fifty cents ($4,348.50) per share. The book value of the Corporation shall be as determined by the accountants regularly servicing the Corporation's books, on an accrual basis, in accordance with standard accounting practices consistently applied. Tallow shall notify the Corporation in writing of the purchase price no later than sixty (60) days after delivery of the notice of exercise.

(d) The note for the purchase price shall be a negotiable judgment note providing for payment of such price in no more than ten (10) annual installments beginning one (1) year after delivery of such note, with interest on the outstanding balance payable at the rate of six percent (6%) per annum. Each annual payment of principal and interest shall equal in the aggregate the lesser of (i) thirty thousand dollars ($30,000.00) or (ii) the sum of one-tenth (1/10) of the total purchase price plus interest accrued to the date of such annual payment. Provided, however, that the amount of the last annual installment shall equal the entire unpaid principal plus all accrued and unpaid interest. Such note

BPDR 0006021

shall permit prepayment of principal without penalty, and shall provide for acceleration upon default in any payment.

4. Indemnification Agreement. The New Shareholders jointly and severally agree to indemnify Joseph Wiseman and/or Ruth Wiseman, their heirs, legal representatives, and assigns against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorneys' fees, and against all liability, losses, and damages of any nature whatever that Joseph Wiseman and/or Ruth Wiseman, their heirs, legal representatives, and assigns may at any time sustain or be put to (a) under the Guaranty or any extension, amendment, or renewal thereof, or (b) by reason of Equibank's exercising any rights which it may now or later have with respect to real estate which is owned by Joseph Wiseman and Ruth Wiseman and which is encumbered in Equibank's favor as security for indebtedness of the Corporation to Equibank. Neither any extension, amendment, or renewal of such Guaranty, or of such encumbrance, nor any waiver of defense or any change of whatever kind (whether or not consented to by Joseph Wiseman and/or Ruth Wiseman), nor the death of Joseph Wiseman or Ruth Wiseman, shall in any way relieve the New Shareholders, their heirs, legal representatives, or assigns from any liability assumed hereunder; and notice thereof is hereby waived. The acceptance of security shall not be taken as a waiver of any right or remedy that Joseph Wiseman and/or Ruth Wiseman may have under this section 4. The New Shareholders agree to

BPDR 0006022

use their best efforts to secure as soon as practicable the complete release of the real estate referred to above from any and all encumbrances in favor of Equibank. The New Shareholders also agree that they will not cause, vote in favor of, or otherwise act in such a way as to result in the Corporation's increasing the indebtedness which is secured by the encumbrance referred to above, absent Joseph and Ruth Wiseman's written consent.

5. Right of First Refusal. (a) Until such time as there is only one shareholder of the Corporation, no shareholder of the Corporation may voluntarily or involuntarily sell, assign, transfer, encumber, or otherwise dispose of part or all of his or her shares of stock of the Corporation, except as otherwise provided in sections 6 and 7 below, without first delivering to the Corporation a written offer to sell all of his or her shares to the Corporation, at a purchase price no greater than that offered bona fide to the shareholder by a third party. The Corporation shall have ninety (90) days from the delivery of such written offer in which to elect to purchase all the shares of such shareholder (hereinafter referred to as the "Seller"). Written notice of any such election must be delivered to the Seller by the Corporation within such ninety (90) day period.

(b) If no election to purchase is made by the Corporation within such period, the Seller shall be deemed to have made written offers to sell all of his or her shares

BPDR 0006023

to the other shareholders of the Corporation, for the same price as that described in section 5(a) above. The Corporation, as agent of the Seller, shall, within ten (10) business days after the expiration of such 90-day period, deliver the offer to all other shareholders then of record, which for each such other shareholder shall be that portion of the total number of shares offered which bears the same relationship to all shares offered as the total number of shares owned by such other shareholder bears to the total number of shares held by all such other shareholders (such portion hereinafter referred to as such other shareholder's "proportionate share"). Any acceptance of the offer by a shareholder must be in writing and must be received by the Corporation within ninety (90) days of the Corporation's delivery of the offer to the shareholders. Any acceptance shall state the maximum number of shares such shareholder wishes to purchase, which maximum may be equal to, less than, or greater than his proportionate share; or, a shareholder may indicate that he wishes to purchase the balance of all shares remaining after those shareholders election to purchase no less than their proportionate share have been allocated their proportionate share. Within ten (10) business days after the end of such 90-day period, the Corporation shall determine the number of offered shares which each accepting shareholder shall be permitted to purchase (subject, however, to the right of the offering shareholder to treat such acceptances as not being effective under section 5(c) below), and shall

BPDR 0006024

deliver written notice to the Seller as to the identity of the accepting shareholders and the number of shares each has elected to purchase. Such determination shall be made as follows:

(i) Each accepting shareholder who elects to purchase no less than his proportionate share shall be permitted to purchase such proportionate share.

(ii) Any offered shares then remaining shall be allocated (up to any stated maximums) among those accepting shareholders who elect to purchase more than their proportionate share, in proportion to the shares then owned by each shareholder making such election.

(iii) Any offered shares still remaining shall be allocated (up to any stated maximums) among those accepting shareholders who elected to purchase less than their proportionate share, in proportion to the shares then owned by each shareholder making such election.

(c) If the shares allocated among the accepting shareholders pursuant to section 5(b) above do not aggregate the Seller's total number of shares, the Seller shall have the election, exercisable by giving written notice to the Corporation within ten (10) days after the Corporation's giving of notice to Seller of the shareholder acceptances, to treat none of such acceptances as being effective, in which event

BPDR 0006025

the offer shall be deemed not to have been duly accepted, and the Corporation shall notify such shareholders as have accepted the offer.

(d) If the Seller's shares are not purchased by the Corporation or by the other shareholders under this section 5, then the Seller may transfer such shares free of any restrictions imposed by this Agreement at any time within ninety (90) days after the date upon which the Corporation gave the Seller notice of the shareholder acceptances.

At the end of such 90-day period, all shares retained by the Seller shall again become subject to all the terms of this Agreement.

(e) Any offer made in accordance with this section 5 shall be irrevocable during the period in which it may be accepted.

(f) Any person acquiring shares under this section 5 shall be bound by this section 5 with the same effect as if he were a party to this Agreement.

(g) If the Corporation or the other shareholders elect to purchase shares offered under this section 5, the buyer or buyers shall, within thirty (30) days after delivery of the notice of election to purchase, deliver to the Seller consideration equal to the purchase price and consisting of the same proportions of cash, note(s), and/or other property as the consideration offered bona fide to the Seller by the third party. Any such note(s) shall contain terms and conditions

BPDR 0006026

which are no less favorable to the Seller than those offered bona fide to the Seller by the third party (including rate of interest, security, due dates of payment, and the like). If the consideration offered by the third party consists in any part of property which is unavailable to the buyer or buyers (such as stock or securities which are not publicly traded), then the buyer or buyers shall pay such portion of the consideration in the form of property which is equal in value, and as similar as possible, to such unavailable property.

(h) Upon delivery of the consideration described in section 5(g) above, the Seller shall deliver to the buyer a certificate or certificates representing the shares purchased under this section 5, as well as all documents which may be required to transfer ownership of such shares to the buyer.

6. Certain Transfers of Stock.

(a) Any shareholder of the Corporation may give, bequeath, or otherwise transfer some or all of his or her shares of stock in the Corporation at any time, free of the right of first refusal described in section 5 hereof, provided that such transfer is to:

(1) The shareholder's issue (except as otherwise provided in section 6(a)(4) below).

(2) If the shareholder has no issue, to the issue or the other issue of Joseph Wiseman and Ruth Wiseman per stirpes.

(3) In the case of Tallow, to Joseph Wiseman, or to Ruth Wiseman, or to the issue of Joseph Wiseman and Ruth Wiseman per stirpes.

(4) In the case of Joseph Wiseman or Ruth Wiseman to their issue per stirpes.

BPDR 0006027

Any transfers to issue per stirpes shall be without distinction in terms and conditions of transfer as among stipital lives.

(b) Joseph Wiseman and Ruth Wiseman may not give, bequeath, or otherwise transfer any shares of the stock of Tallow to anyone other than (1) one another, or (2) their issue per stirpes. Any transfer to their issue per stirpes shall be without distinction in terms and conditions of transfer as among stipital lives. No other person who becomes a shareholder of Tallow may give, bequeath, or otherwise transfer any shares of the stock of Tallow to anyone other than his or her issue, or to the issue of Joseph Wiseman and Ruth Wiseman per stirpes. Provided, however, that this section 6(b) shall not be construed to prohibit the distribution by Tallow to its shareholders (as, for example, in the case of the liquidation of Tallow) of the shares of stock of the Corporation which are owned by Tallow.

(c) Any transferee of shares of the Corporation's stock under this section 6 shall be subject to the obligations imposed by section 5 hereof with the same effect as if he were a party to this Agreement.

(d) If at a particular time no shares of stock of the Corporation are owned by a particular New Shareholder or by any of his or her issue, then the stipital line of such New Shareholders may be ignored in determining whether or not a transfer of shares at such time would qualify under an exception set forth in sections 6(a) or (b) above.

BPDR 0006028

7. Put Option.

(a) At any time after the last of the two events described in sections 2(a)(1) and (2) hereof, Tallow shall have an option to require the Corporation or the other shareholders of the Corporation to purchase part or all of the shares of the Corporation's stock owned by Tallow, and Joseph Wiseman and/or Ruth Wiseman (or their estates) shall have an option to require the Corporation or the other shareholders of the corporation to purchase part or all of the shares of the Corporation's stock owned by either of them (or by their estate). The seller ("Seller") shall exercise such option by delivering either to the Corporation or to the other shareholders at the Seller's election, a written notice specifying the number of shares to be sold ("Notice").

(b) The purchase price per share for Class A shares under this section 7 shall be the formula value of the Corporation as of the date of delivery of the Notice, reduced by the value of any Class B common stock outstanding on such date, divided by the total number of shares of the Corporation's Class A common stock outstanding on such date. The formula value of the Corporation shall be the average of A and B, where:

A = The book value of the Corporation as of the final date of a month which is nearest the delivery date, as determined by the accountants regularly servicing the Corporation's books, on an accrual basis, in accordance with standard accounting practices consistently applied; and

BPDR 0006029

B = three and nine-tenths (3.9) times the average pretax net earnings of the Corporation. Such earnings shall be averaged on a weighted basis over the three (3) fiscal years of the Corporation preceding the date of delivery of the Notice, with such earnings for the most recent year being assigned a weight of three (3), for the middle year a weight of two (2), and for the earliest year a weight of one (1).

(c) If the Seller delivers the Notice to the Corporation, then within ninety (90) days after the date of such delivery, the Corporation shall deliver to the Seller a negotiable judgment note providing for payment of the purchase price in annual installments beginning on the March 1 following the end of the Corporation's fiscal year during which such note was delivered, with interest on the outstanding balance payable on the due date of each installment at the highest prime commercial rate being charged by a major Pittsburgh bank to its commercial customers on the due date of such installment. Each annual payment of principal and interest shall equal in the aggregate the lesser of (i) twenty percent (20%) of the Corporation's after-tax net earnings for the preceding fiscal year, or (ii) the sum of one-tenth (1/10) of the total purchase price plus interest due on the date of such annual payment. Such note shall permit prepayment of principal without penalty, and shall provide for acceleration upon default in any payment.

(d) If the surplus of the Corporation is not adequate to purchase the shares described in the Notice, the shareholders

BPDR 0006030

of the Corporation shall take all action necessary to reduce the capital stock of the Corporation to the extent necessary to enable the Corporation to carry out its obligation to purchase such shares. To the extent such action cannot be taken, the Seller shall be deemed to have delivered the Notice to the other shareholders on the date it was originally delivered to the Corporation, and the Corporation shall so notify the other shareholders in writing.

(e) If the Seller delivers the Notice to the other shareholders, then within ninety (90) days after the date of such delivery (or, if the last sentence of section 7(d) applies, within ninety (90) days after the date of delivery by the Corporation of such notification), each of the other shareholders shall purchase that number of shares of the Seller which bears the same relationship to all shares subject to the Notice as the total number of shares owned by such other shareholder bears to the total number of shares held by all such other shareholders (such portion hereinafter referred to as such other shareholder's "proportionate share"). Each of the other shareholders, within such time limit, shall deliver to the Seller a negotiable judgment note providing for payment of the purchase price in no more than ten (10) annual installments beginning one (1) year after delivery of such note, with interest on the outstanding balance payable on the due date of each installment at the highest prime commercial rate being charged by a major Pittsburgh bank to its commercial

BPDR 0006031

customers on the due date of such installment. Each annual payment of principal and interest shall equal in the aggregate the greater of (i) ten thousand dollars ($10,000.00) or (ii) the sum of one-tenth (1/10) of the total purchase price plus interest due on the date of such annual payment. Such note shall permit prepayment of principal without penalty, and shall provide for acceleration upon default in any payment.

(f) Upon delivery of any judgment note described in this section 7, the Seller shall deliver to the buyer a certificate or certificates representing the shares purchased by such buyer under this section 7, as well as all documents which may be required to transfer ownership of such shares to the buyer.

8. Voting of Stock. Each party to this Agreement agrees to vote his stock, and to exercise whatever other powers he may have by virtue of his capacity as a shareholder in the Corporation, in such a way as to cause the Corporation to honor its commitments to Equibank relating to the Indebtedness, to the end that the Corporation may discharge such indebtedness and that Joseph Wiseman and Ruth Wiseman will be completely discharged from their obligations under the Guaranty.

9. Endorsements on Stock Certificates. (a) All certificates of stock of the Corporation and of Tallow currently outstanding and/or issued or transferred hereunder shall be endorsed on their face substantially as follows:

BPDR 0006032

"The shares represented by this certificate may be sold or transferred only upon compliance with the terms and conditions of a Stock Purchase Agreement dated _____, 19__, a copy of which is on file with the Secretary of the Corporation. By acceptance of this certificate the holder hereof agrees to be bound by the terms of said Agreement."

(b) A copy of this Agreement shall be kept on file with the Secretary of the Corporation and with the Secretary of Tallow.

10. Charter and Bylaw Amendments. (a) The parties hereto agree that effective the date described in (d) below, the Articles of Incorporation of the Corporation shall be amended by adding thereto a new Article 9 to read as follows:

> These articles, and the bylaws of the Corporation, may only be amended by affirmative vote of shareholders entitled to cast at lease sixty-seven percent (67%) of the votes which all shareholders are entitled to cast.

(b) The parties hereto agree that effective the date described in (d) below, the bylaws of the Corporation shall be amended as follows:

(1) The first sentence of Article IV, Section 1 shall read:

> The business and affairs of the Corporation shall be managed by a Board of three Directors.

(2) The first sentence of Article IV, Section 9 shall read:

> Except as otherwise provided in Article IV, Section 12 hereof, at all meetings of the Board of Directors, a majority of the Directors in office shall be necessary to constitute a quorum

BPDR 0006033

for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

(3) The new Article IV, Section 12 shall read:

All of the Directors in office shall be necessary to constitute a quorum for the transaction of the following business, and the following acts shall be the acts of the Board of Directors only if they are the acts of all of the Directors in office:

(a) Recommending to the shareholders or carrying out a sale, lease, or exchange of all, or substantially all the property and assets of the Corporation, or a dissolution of the Corporation.

(b) Approving or carrying out a plan of merger or consolidation involving the Corporation.

(c) Amending or repealing the bylaws of the Corporation.

(d) Issuing shares of stock of the Corporation.

(e) Amending, terminating, or failing to renew the employment contracts of any of the New Shareholders, or otherwise fixing or altering their compensation or fringe benefits.

(f) Making any loan to any of the New Shareholders or to any relatives thereof or entities related thereto, if such loan would cause the total outstanding indebtedness to the Corporation of such New Shareholder, of his or her relatives, and of entities related to such New Shareholder to exceed twenty-five thousand dollars ($25,000.00).

(g) Borrowing any amount to the extent that such borrowing would cause the Corporation's total outstanding indebtedness (exclusive of trade accounts payable) to exceed the lesser of (1) the aggregate shareholder equity in the Corporation prior to such borrowing, or (2) two million dollars

BPDR 0006034

($2,000,000.00), provided that if such aggregate shareholder equity exceeds four million dollars ($4,000,000.00), the borrowing limit shall be the amount equal to one-half (1/2) of such equity.

(h) Appointing as the Corporation's new auditor any person or entity other than an accounting firm which has at least five hundred (500) certified public accountants associated with it asemployees or partners.

(i) Making any loan to any relative of any shareholder who is not himself or herself a shareholder.

Provided, however, that the Board may recommend and carry out a sale, lease, or exchange of all, or substantially all the property and assets of the Corporation, or may approve and carry out a plan of merger or consolidation involving the Corporation, by action of a majority of the Directors then in office, but only if the division of the proceeds and other benefits of the transaction among the Corporation's shareholders is approved by an appraiser as equitable, pursuant to Article IV, Section 13 of these bylaws. For purposes of the preceding sentence, a majority (and not all) of the Directors in office shall be necessary to constitute a quorum, provided that at least ten (10) days written notice of such meeting stating the time, place and purposes of the meeting, shall have been given to each Director.

(4) The new Article IV, Section 13 shall read:

(a) Any Director may demand, by a writing delivered to each other Director, that the issue of equitable division of proceeds described in the last sentence of Article IV, Section 12 be decided by a single appraiser. If such appraiser is not unanimously elected by all the Directors within ten (10) days of the initial demand, then one elector shall be designated by the demanding Director(s) and one by the other Director(s) within twenty (20) days of the initial demand. Each elector shall be a person who is not related to the Wiseman family. Such two (2) electors shall designate a person who is not related to the Wiseman family as the single appraiser, within thirty (30) days of the initial demand. Written

BPDR 0006035

notice of each such designation shall be delivered to each Director within the time limits for designation. If only one elector is timely designated, such elector may unilaterally designate the appraiser.

(b) Within sixty days of the initial demand, the appraiser shall deliver to each Director his written approval or disapproval of the equitability of the division of the proceeds and other benefits of the transaction at issue among the Corporation's shareholders. All Directors, officers, and other employees of the Corporation shall cooperate with the appraiser and shall promptly furnish to the appraiser whatever information, documents, financial statements, and the like the appraiser requests.

(c) If only the New Shareholders are shareholders of the Corporation at the time of such appraisal, and if one or more of the New Shareholders are to receive post-transaction employment or consultancy contracts as part of the transaction, then the division of proceeds and other benefits shall not be deemed equitable unless Eileen W. Fanburg receives an amount at least equal to the sum of the following:

(1) The excess of the (i) present value of all future amounts payable to her under her employment agreement with the Corporation over (ii) the present value of all future amounts payable to her under her new contract (if any); and

(2) One-third of the following: the proceeds payable to the Corporation and/or its shareholders as part of the transaction (exclusive of employment or consultancy contracts), less the amount described in section (c)(1) above, plus the capitalized value of the sum of the amounts by which the present values of the compensation payable to Robert L. Wiseman and Stephen K. Wiseman under their new contracts exceeds the present value of the compensation payable to them under their current contracts.

BPDR 0006036

(5) New Article II, Section 12 shall read:

The unanimous vote of all shareholders of the Corporation shall be required to approve any sale, lease, or exchange of all or substantially all the property and assets of the Corporation, or any plan of merger or consolidation involving the Corporation, unless the division of the proceeds and other benefits of the transaction among the Corporation's shareholders is approved by an appraiser as equitable, pursuant to Article IV, Section 13 of these bylaws.

(c) Joseph Wiseman and Ruth Wiseman agree to resign (or to cause their nominees to resign) as Directors of the Corporation effective the date described in (d) below. Provided, however, that the Corporation shall continue, as long as Joseph Wiseman lives, to give him adequate notice of, and the opportunity to attend in an ex-officio capacity without vote, all meetings of the Corporation's Board of Directors and of any committees of such Board.

(d) The effective date of the amendments and resignation described in this section shall be as soon as practicable after the delivery to Tallow of the notice of exercise by the Corporation or by the New Shareholders of the option or options described in sections 2 or 3 of this Agreement.

11. Equibank. (a) The effectiveness of this Agreement is conditioned upon the written consent by Equibank to (1) the issuance by the Corporation of the two hundred seventy (270) shares of its Class A common stock to be purchased under section 1 hereof, (2) any purchase by the Corporation of its own stock under sections 3, 5, or 7 hereof, and (3) any other

BPDR 0006037

actions which must or may be taken pursuant to this Agreement as to which Equibank's consent is required under the loan agreements dated September 9, 1977, and March 21, 1979, between itself and the Corporation, or under the other loan documents executed pursuant thereto.

(b) Upon delivery to any New Shareholder of the certificate or certificates representing the shares of the Corporation's stock which he or she purchases under sections 1, 2, 5, or 7 hereof, or upon delivery to any person or entity other than the Corporation of the certificate or certificates of shares of the Corporation's stock which are given, bequeathed, or otherwise transferred to such person under entity under sections 5 or 6 hereof, the transferee shall immediately deliver such certificates or cause them to be delivered to Equibank as security for the Indebtedness, and to execute such documents as Equibank may reasonably demand in connection with such pledge of stock. Provided, however, that this section 11(b) shall not be effective if, at the time such shares are transferred, Equibank no longer has a security interest in or requires the pledge of all issued and outstanding shares of the Corporation.

12. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Pittsburgh, Pennsylvania, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s)

BPDR 0006038

may be entered in any court having jurisdiction thereof. The parties hereto agree to such judgment notwithstanding the arbitrator(s) are not agreed upon in advance of such arbitration. Any award made hereunder, and any judgment entered thereupon, shall be final and non-appealable.

13. Miscellaneous. (a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, heirs, and legal representatives but neither this Agreement nor any of the rights hereunder shall be assignable by any shareholder in the Corporation.

(b) This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) This Agreement represents the full and complete understanding of the parties with respect to the matters set forth herein and supersedes all prior agreements or understandings, and no written or oral agreement or understanding relating to such matters, which is not contained in this Agreement as it now exists or may hereafter be amended shall have any force or effect. This Agreement may only be amended by written instrument executed by all of the parties hereto.

(d) Any notices, offers, acceptances, and other communications given hereunder shall be validly given if in writing and either delivered personally or sent by registered or certified mail, postage prepaid, to the following addresses:

(1) If to Corporation: 84 Montour Road
Coraopolis, PA 15108

BPDR 0006039

(2) If to Tallow: 84 Montour Road
Coraopolis, Pa. 15108

(3) If to Joseph Wiseman or Ruth Wiseman: 540 North Neville St.
Pittsburgh, PA 15213

(4) If to Robert L. Wiseman: 1210 WIGHTMAN ST.
PGH PA. 15217

(5) If to Stephen K. Wiseman: 1210 WIGHTMAN ST.
PGH. PA. 15217

(6) If to Eileen W. Fanburg: Eileen W. Fanburg
P.O. Box 34828 Bethesda Md. 20034

or to such addresses as any party may hereafter designate to all the other parties in writing.

(e) If any provision of this Agreement shall be or shall become illegal or unenforceable in whole or in part, for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding, and subsisting. The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

(f) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument, and may be sufficiently evidenced by any one counterpart.

(g) Joseph Wiseman and Ruth Wiseman hereby consent to any assignment of the lease between themselves and the Corporation under the Amended Lease Agreement bearing even date herewith which may be deemed to occur under section 16

BPDR 0006040

of such agreement by reason of any transfer under this Agreement of a controlling interest in the stock of the Corporation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

Attest:

WISEMAN OIL COMPANY, INC.

By _____
President

Attest:

AMERICAN TALLOW CORPORATION

By _____
President

Witness:

_____ Joseph Wiseman

_____ Ruth Wiseman

_____ Robert L. Wiseman

_____ Stephen K. Wiseman

_____ Eileen W. Fanburg

BPDR 0006041

Equibank N.A.

Resolutions of Board of Directors

I, the undersigned, do hereby certify that at a duly and legally called meeting of the Board of Directors of

WISEMAN OIL COMPANY, INC.

a corporation duly organized and existing under the laws of the ~~State~~ Commonwealth of Pennsylvania,

held on March 21, 1979, a quorum being present, the following resolutions were adopted and are now in full force and effect:

RESOLVED, that the Equibank N.A., be and hereby is designated a depository for the funds of this corporation and that the Officers, Agents, and Employees of this corporation hereby are authorized to deposit any of the funds of this corporation in the Equibank N.A.

RESOLVED FURTHER, That the Equibank N.A., is hereby authorized and directed to honor and pay, and to charge to the account of this corporation, all checks, drafts, bills of exchange, acceptance notes, or orders for the payment of money, when drawn on or addressed to Equibank N.A., and signed and/or countersigned, on behalf of this corporation, by any one (1) of the following Officers or Designated Agents of this corporation, (indicate title only):

Chairman, President, Executive Vice-President, Secretary/Treasurer,

Harry Rosen

whether same be payable to the order of, or in favor of the officer or person signing or countersigning them, or to any said officers or persons in his individual capacity, or otherwise; and whether same be deposited to the individual credit of the officer or person signing or countersigning, or to the individual credit of any of the other officers or persons, or otherwise.

RESOLVED FURTHER, That any one (1) of the following Officers or Designated Agents of this corporation, (indicate title only):

Chairman, President, Executive Vice-President, Secretary/Treasurer,

Harry Rosen

be and hereby are authorized and directed, for and on behalf and in the name of this corporation, from time to time to borrow money from the Equibank N.A., and to make, execute and deliver the promissory notes or other obligations of this corporation as evidence thereof; and/or to sell or discount its bills receivable; and/or to pledge its receivables, stocks, bonds or other securities or property to said Bank as collateral security for the payment of any of its indebtedness thereto; PROVIDED, however, that any one of the said Officers or Designated Agents of this corporation is hereby authorized to endorse or otherwise guarantee, on behalf of this corporation, the payment of receivables so pledged, sold, or discounted, and to receipt to Equibank N.A. when withdrawing any securities or property pledged as collateral, or left for safekeeping with the Equibank N.A.

RESOLVED FURTHER, That the Secretary or any Assistant Secretary of this corporation is hereby directed to certify, under the corporate seal, to the Equibank N.A., a copy of these resolutions, and the names of the present incumbents of the offices hereinbefore referred to; and to further certify from time to time hereafter the names of any successors to the present incumbents of said offices, or changes in the Designated Agents authorized to act for the corporation in the premises, together with specimens of their respective signatures; and said Bank is hereby authorized, empowered and directed to rely upon any such certificate unless and until the same shall have been formally revoked or altered by a subsequent certificate of this corporation under its corporate seal, duly attested; and that until notice is received said Bank is authorized to act in pursuance of these resolutions, and shall be indemnified against any loss suffered, or liability incurred, by said Bank in continuing to act in pursuance of these resolutions, even though these resolutions may have been changed.

I HEREBY FURTHER CERTIFY, That the following persons have been duly elected or appointed to the respective offices set before their respective names, and that said persons are the duly authorized present incumbents of said offices; and that specimens of their respective signatures are either now on file with said Bank, or submitted herewith:

Chairman of Board	Joseph Wiseman	Secretary/Treasurer	Ruth Wiseman
President	Robert L. Wiseman	Assistant Secretary	
Executive Vice President	Stephen Wiseman	Assistant Treasurer	
~~Vice President~~	Harry Rosen		
Secretary			

IN TESTIMONY WHEREOF, I have hereto subscribed my name as Secretary and have caused the corporate seal of said corporation to be hereunto affixed this 21st day of March, 19 79

(SEAL)

Ruth Wiseman

Secretary/Treasurer
Ruth Wiseman

34-035 (9-73)

Equibank N.A.

Resolutions of Board of Directors

I, the undersigned, do hereby certify that at a duly and legally called meeting of the Board of Directors of

Wiseman Oil Co, Inc.

a corporation duly organized and existing under the laws of the State of Pennsylvania,

held on December 24, 19 80, *a quorum being present, the following resolutions were adopted and* are now in full force and effect:

RESOLVED, that the Equibank N.A., be and hereby is designated a depository for the funds of this corporation and that the Officers, Agents, and Employees of this corporation hereby are authorized to deposit any of the funds of this corporation in the Equibank N.A.

RESOLVED FURTHER, That the Equibank N.A., is hereby authorized and directed to honor and pay, and to charge to the account of this corporation, all checks, drafts, bills of exchange, acceptance notes, or orders for the payment of money, when drawn on or addressed to Equibank N.A., and signed and/or

countersigned, on behalf of this corporation, by any One (1) of the following Officers or Designated Agents of this corporation, (indicate title only):

Chairman of the Board

President

Executive Vice-President

whether same be payable to the order of, or in favor of the officer or person signing or countersigning them, or to any said officers or persons in his individual capacity, or otherwise; and whether same be deposited to the individual credit of the officer or person signing or countersigning, or to the individual credit of any of the other officers or persons, or otherwise.

RESOLVED FURTHER, That any One (1) of the following Officers or Designated Agents of this corporation, (indicate title only):

Chairman of the Board

President

Executive Vice-President

be and hereby are authorized and directed, for and on behalf and in the name of this corporation, from time to time to borrow money from the Equibank N.A., and to make, execute and deliver the promissory notes or other obligations of this corporation as evidence thereof; and/or to sell or discount its bills receivable; and/or to pledge its receivables, stocks, bonds or other securities or property to said Bank as collateral security for the payment of any of its indebtedness thereto; PROVIDED, however, that *any one of the said Officers or Designated Agents of this corporation is hereby authorized to endorse or* otherwise guarantee, on behalf of this corporation, the payment of receivables so pledged, sold, or discounted, and to receipt to Equibank N.A. when withdrawing any securities or property pledged as collateral, or left for safekeeping with the Equibank N.A.

RESOLVED FURTHER, That the Secretary or any Assistant Secretary of this corporation is hereby directed to certify, under the corporate seal, to the Equibank N.A., a copy of these resolutions, and the names of the present incumbents of the offices hereinbefore referred to; and to further certify from time to time hereafter the names of any successors to the present incumbents of said offices, or changes in the Designated Agents authorized to act for the corporation in the premises, together with specimens of their respective signatures; and said Bank is hereby authorized, empowered and directed to rely upon any such certificate unless and until the same shall have been formally revoked or altered by a subsequent certificate of this corporation under its corporate seal, duly attested; and that until notice is received said Bank is authorized to act in pursuance of these resolutions, and shall be indemnified against any loss suffered, or liability incurred, by said Bank in continuing to act in pursuance of these resolutions, even though these resolutions may have been changed.

I HEREBY FURTHER CERTIFY, That the following persons have been duly elected or appointed to the respective offices set before their respective names, and that said persons are the duly authorized present incumbents of said offices; and that specimens of their respective signatures are either now on file with said Bank, or submitted herewith:

Chairman of Board	Joseph N Wiseman	Treasurer	
President	Robert Wiseman	Assistant Secretary	
Exec. Vice President	Stephen Wiseman	Assistant Treasurer	
Vice President			
Secretary			

IN TESTIMONY WHEREOF, I have hereto subscribed my name as Secretary and have caused the corporate seal of said corporation to be hereunto affixed this 24th day of December, 19 80

(SEAL)

Seth Wiseman
Secretary

34 025

BPDR 0006043

BERKMAN RUSLANDER POHL LIEBER & ENGEL
ATTORNEYS AT LAW
20TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA 15219
TELEPHONE (412) 392-2000
TELECOPIER (412) 392-2128

MAR 1 4 1979

MARCUS AARON II
ALAN L. ACKERMAN
ALLEN H. BERKMAN
GEORGE C. BURGWIN III
JOHN F. DUGAN
BERNARD EISEN
ROBERT ENGEL
LISO S. FINEBERG
PETER F. FLAHERTY
MICHAEL D. FOX
ALAN A. GARFINKEL
CHARLES S. GIBSONS
FOSTER S. GOLDMAN, JR.
JUSTIN M. JOHNSON
BELA A. KARLOWITZ
JEFFREY A. KAY
JEROME S. LIEBER
MARVIN S. LIEBER
MICHAEL M. LYONS
LLOYD W. PATROSS
JULIAN RUSLANDER
EDWARD K. STRAUSS
LYNN E. WAGNER

MARGARET S. ANGEL
MARK I. BASEMAN
CHARLES R. BRODBECK
TIMOTHY F. BURKE
MELVIN E. CLARK, JR.
JOHN R. EDGAR
LEONARD I. FISCHER
GARY L. GOLDBERG
WILLIAM M. HOFFMAN
RUDOLPH S. HOUCK III
VASILIS C. KATSAFANAS
LEO A. KEEVICAN, JR.
WILLIAM R. LAUER
THOMAS M. LEVINE
MICHAEL J. MANZO
JOHN J. NEELY
RODERICK A. PALMORE
RONALD J. RICCI
DAVID L. VOLTZ
RICHARD WILE
MARK D. YOCHUM
ALBERT J. ZANGRILLI, JR.
SIDNEY ZONN

FRANK J. POHL
SENIOR COUNSEL
ANNE K. ALBERN
OF COUNSEL

DAVID GLICK
1895-1964
S. LEO RUSLANDER
1879-1976

FLORIDA OFFICE
5975 WEST SUNRISE BLVD.
FORT LAUDERDALE, FLORIDA 33313
TELEPHONE (305) 584-2800

WRITER'S DIRECT
DIAL NUMBER
392- 2055

RECEIVED
MAR 23 1979
Equitable N.A.
Comm. Loan Adj.

March 13, 1979

Robert Wiseman, President
Wiseman Oil Company, Inc.
524 Penn Avenue
Pittsburgh, PA 15222

Re: Department of Environmental Resources, Our File No. B-1279

Dear ~~Mr.~~ Robert Wiseman:

As you will note from my letter to Michael Snyder, Esquire, copy enclosed, and as you may have been aware, the Consent Agreement with the Department of Environmental Resources does not become effective until the same is approved by the Environmental Hearing Board. Accordingly, your obligation to take various actions under that Agreement does not commence until they have received approval from the Board. Nevertheless, you might consider commencing certain activities prior to that time and thereby demonstrate your good faith to the Department. The one thing I have in mind would be the monitoring of present discharges from the new plant facility. I think it would be appropriate to rely only upon such monitored data as is developed after the Department has been notified that the new plant is in operation, although this may not be fixed requirement of the Agreement.

Further, and as you are no doubt aware, it may be to a company's economic benefit to come into compliance as quickly as possible.

Please feel free to discuss the matter raised herein with Mike Manzo or the undersigned.

Very truly yours,

Jeffrey A. Kay
For BERKMAN RUSLANDER POHL LIEBER & ENGEL

JAK/jem
cc: Mike Manzo

BERKMAN RUSLANDER POHL LIEBER & ENGEL
ATTORNEYS AT LAW
20TH FLOOR, FRICK BUILDING
PITTSBURGH, PENNSYLVANIA 15219
TELEPHONE (412) 392-2000
TELECOPIER (412) 392-2126

MAR 14 1979

MARCUS AARON II
ALAN L. ACKERMAN
ALLEN H. BERKMAN
GEORGE C. BURGWIN III
JOHN F. DUGAN
BERNARD EISEN
ROBERT ENGEL
LIBO B. FINEBERG
PETER F. FLAHERTY
MICHAEL D. FOX
ALAN A. GARFINKEL
CHARLES B. GIBBONS
FOSTER S. GOLDMAN, JR.
JUSTIN M. JOHNSON
BELA A. KARLOWITZ
JEFFREY A. KAY
JEROME B. LIEBER
MARVIN S. LIEBER
MICHAEL M. LYONS
LLOYD W. PATROSS
JULIAN RUSLANDER
EDWARD K. STRAUSS
LYNN E. WAGNER
MARGARET B. ANGEL
MARK L. BASEMAN
CHARLES R. BRODBECK
TIMOTHY F. BURKE
MELVIN E. CLARK, JR.
JOHN R. EDGAR
LEONARD L. FISCHER
GARY L. GOLDBERG
WILLIAM M. HOFFMAN
RUDOLPH S. HOUCK III
VASILIS C. KATSAFANAS
LEO A. KEGVICAN, JR.
WILLIAM R. LAUER
THOMAS M. LEVINE
MICHAEL J. MANZO
JOHN J. NEELY
RODERICK A. PALMORE
RONALD J. RICCI
DAVID L. VOLTZ
RICHARD WILE
MARK D. YOCKUM
ALBERT J. ZANGRILLI, JR.
SIDNEY ZONN

FRANK J. POHL
SENIOR COUNSEL

ANNE X. ALPERN
OF COUNSEL

DAVID GUCK
1895-1964

S. LEO RUSLANDER
1879-1976

FLORIDA OFFICE
5975 WEST SUNRISE BLVD.
FORT LAUDERDALE, FLORIDA 33313
TELEPHONE (305) 584-2800

March 13, 1979

WRITER'S DIRECT
DIAL NUMBER
392- 2055

Michael L. Snyder, Esquire
Department of Environmental Resources
Western Regional Office
1200 Kossman Building
Forbes at Stanwix
Pittsburgh, PA 15222

Re: Wiseman Oil Company, Inc.
Our File No. B-1279

Dear Mr. Snyder:

The purpose of this letter is to confirm my understanding that the various time periods in the Consent Agreement within which Wiseman Oil Company, Inc. must take action will not begin to run until such time as the Agreement is approved by the Environmental Hearing Board. If my understanding is not accurate, would you please advise.

Very truly yours,

Jeffrey A. Kay
For BERKMAN RUSLANDER POHL LIEBER & ENGEL

JAK/jem

bcc: Robert Wiseman
Harry Rosen

Mr. Pernisek:

Please call Mr. Harry Rosen, 261-9500, upon receipt of this letter.

WISEMAN OIL CORPORATION

BPDR 0006046

March 26, 1979

Mr. Harold P. Pernisek
Equibank, NA
Two Oliver Plaza
Pittsburgh, PA 15268

Dear Mr. Pernisek:

This is to confirm that Stock Certificate No. 2 of Wiseman Oil Company, Inc. which represents 100 shares of the Company, issued to American Tallow Corporation, represents all of the issued and outstanding stock of Wiseman Oil Company, Inc. This certificate has been pledged to you in connection with the Loan Agreement dated March 21, 1979.

Sincerely yours,

Harry Rosen
Financial Advisor

HR:rck

BPDR 0006047

WISEMAN

MAR 23 1979
Equibank N.A.
Comm. Loan Adj.

March 21, 1979

Mr. Harold P. Pernisek
Equibank, NA
Two Oliver Plaza
Pittsburgh, PA 15268

Dear Mr. Pernisek:

In accordance with our meeting of even date you may use this letter as certification to Equibank, NA that Ruth and Joseph Wiseman are the holders of all stock issued by American Tallow Corporation, and that Wiseman Oil Company, Inc. stock is 100% owned by American Tallow Corporation and by Ruth and Joseph Wiseman due to their 100% ownership of American Tallow stock.

By our signatures to this letter we certify to the accuracy of the above statement.

Sincerely yours,

Joe Wiseman

Ruth Wiseman

HR:rck

BPDR 0006048

Wiseman Oil Corporation Fort Pitt Federal Building 524 Penn Avenue Pittsburgh, Pennsylvania 15222 412-261-950

Equibank

Office Correspondence

To: Lonnie Nichols, Consumer Credit Dept.

Date: 9/22/78

From: John G. Hudak

Subject: Pittsburgh Legal Journal Listings

Your customer(s)

Name	Address	Account Number
Wiseman Oil Co Inc.	524 Penn Avenue Pgh. Pa. 15222	325 500005030

was listed in the Pittsburgh Legal Journal 8/4/78 (date)

under the Judgemehts & Leins column. Below is a copy of the text of that notice.

Please follow up this situation and take any action which you deem appropriate under the circumstances.

(M. L.) Wiseman, Joseph; Wiseman, Ruth; Wiseman Oil Company — Hoffman Engineering Inc. — G.D. 78-17765 — $180,193.35.

An Equimark Company

BPDR 0006049

Equibank

June 13, 1980

TO: Harry Rosen

This date, we have received the following Stock Certificates; - as collateral in accordance with letter agreement dated June 13, 1980:

1,000 Shares Common Stock Number NU15784
of ARA Services, Inc.

1,000 Shares Common Stock Number NU15785
of ARA Services, Inc.

1,000 Shares Common Stock Number NU15786
of ARA Services, Inc.

1,000 Shares Common Stock Number NU15787
of ARA Services, Inc.

H. P. Pernisek
Vice-President

BUCHANAN, INGERSOLL, RODEWALD, KYLE & BUERGER

ATTORNEYS AT LAW

57TH FLOOR

600 GRANT STREET

PITTSBURGH, PA. 15219

412-562-8800

WRITER'S DIRECT DIAL NUMBER

TELEX: 866514

PAUL G. RODEWALD
DAVID B. BUERGER
ELMER E. MYERS
DONALD L. MCCASKEY
ALEXANDER BLACK
GEORGE M. HEINITSH, JR.
EDWARD H. SCHOYER
ROBERT F. PATTON
JAMES G. PARK
JAMES D. MORTON
WILLIAM Y. RODEWALD
JACK G. ARMSTRONG
LOUIS EMANUEL, III
ROBERT L. FRANTZ
ROBERT D. RANDOLPH
JOHN J. McLEAN, JR.
CLAYTON A. SWEENEY
K. SIDNEY NEUMAN
WILLIAM R. NEWLIN

DONALD T. O'CONNOR
A. BRUCE BOWDEN
GEORGE L. CASS
LARRY E. PHILLIPS
JAMES R. SWEENY
STEPHEN A. GEORGE
THOMAS M. THOMPSON
CALVIN R. HARVEY
M. BRUCE MCCULLOUGH
ROBERT A. JOHNSON
GREGORY A. PEARSON
THOMAS L. VANKIRK
BRUCE A. AMERICUS
RONALD W. FRANK
ROBERT A. KING
VINCENT C. DELUZIO
JAMES W. UMMER
CHARLES G. KNOX
R. DELL ZIEGLER
WARREN W. AYRES

MARTHA A. ZATEZALO
MICHAEL E. KALUZA
JOHN K. HART
LEWIS U. DAVIS, JR.
SAMUEL W. BRAVER
R. MICHAEL DANIEL
JOHN R. JOHNSON
MELVIN L. MOSER, JR.
STEPHEN R. NASH
CATHERINE C. GERHOLD
JOHN S. BRENDEL
DAN ALTMAN
KAREN M. BARRETT
LARRY E. COPLOFF
MICHAEL A. SNYDER
JAMES D. OBERMANNS
BRUCE I. BOOKEN
JOSEPH J. BARNES
SUE F. SINGER

JOHN G. BUCHANAN
WILLIAM J. KYLE, JR.
COUNSEL

FRANK B. INGERSOLL
1893-1977

WASHINGTON OFFICE
1776 F STREET N.W.
WASHINGTON, D.C. 20006
202-857-0515

RALPH N. ALBRIGHT, JR.
AVIS E. BLACK

March 21, 1979 BAA

Equibank N.A.
Two Oliver Plaza
Pittsburgh, Pennsylvania 15222

Gentlemen:

We have acted as counsel for Wiseman Oil Company, Inc. (hereinafter the "Company"), a Pennsylvania corporation, and for American Tallow Corporation (hereinafter "American"), a Pennsylvania corporation, in connection with a Loan Agreement between the Company and Equibank N.A. (hereinafter "Loan Agreement") and a related Hypothecation Agreement between American and Equibank (hereinafter the "Hypothecation Agreement"). In so acting, we have examined the Loan Agreement, the Hypothecation Agreement, the minute books of the Company and American, which have been represented to us by authorized representatives of the Company and American to contain the articles of incorporation, the by-laws, and all the minutes of meetings of the Board of Directors of the Company and American, and the certificates of certain public officials. Our opinion herein is based solely upon such documents as represented. In such examination, we have assumed the genuineness of all signatures and the authenticity of the corporate seal of the Company, and the authenticity of all the aforesaid documents submitted to us as originals and the conformity to original documents of all documents submitted to us as xerographic copies of originals or certified copies.

We have relied upon the aforesaid certificates of public officials and of the Company and American with respect to the extent of Company and American records and the accuracy of factual matters contained therein.

Based solely on the foregoing, and except as hereinafter set forth, we are of the opinion that:

a. The execution and delivery by the Company of the Loan Agreement and other documents related thereto have been duly authorized and legally undertaken by all necessary corporate action and such documents constitute enforceable obligations against the Company in accordance with their terms, except as limited by applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally from time to time in effect.

b. The execution and delivery by American of the Hypothecation Agreement and other documents related thereto have been duly authorized and legally undertaken by all necessary corporate action and such documents constitute enforceable obligations against American in accordance with their terms, except as limited by applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally from time to time in effect.

Very truly yours,

Bruce A Emmerich

We, the undersigned, Robert L. Wiseman and Stephen K. Wiseman, hereby agree that the Agreement dated October 13, 1978, between us and American Tallow Corporation and Joseph Wiseman and Ruth N. Wiseman, is hereby cancelled and terminated and of no force and effect whatsoever. We also forever release, indemnify and hold harmless American Tallow Corporation, Joseph Wiseman and Ruth N. Wiseman and Equibank N.A. and its officers, servants and employees from any claims, lawsuits, obligations or liabilities whatsoever for or on account of anywise relating to said Agreement dated October 13, 1978.

March 21, 1979 (JJB)

WITNESS:

Joseph J. Barnes

Robert L. Wiseman

WITNESS:

Joseph J. Barnes

Stephen K. Wiseman

Acknowledged and Agreed to:

ATTEST:

American Tallow Corporation

Joseph J. Barnes

By Joseph Wiseman

WITNESS:

Joseph J. Barnes

Joseph Wiseman

WITNESS:

Joseph J. Barnes

Ruth N. Wiseman

WITNESS:

EQUIBANK N.A.

Joseph J. Barnes

By H P Prusch

Vice-Pres

BPDR 0006053

BRESLUBE-PENN INC.

84 MONTOUR ROAD, CORAOPOLIS, PENNSYLVANIA 15108

TEL. (412) 264-4280
TELEX 00902977

P.O. Box 130,
Breslau, Ontario,
N0B 1M0

April 11, 1985

To:

The Shareholders of Breslube-Penn
and Breslube Enterprises
Equibank
Royal Bank of Canada
RoyNat Inc.

Re: Breslube-Penn Inc. Financial Statement
3rd Quarter Ending February 28, 1985

Please find attached the financial statement for Breslube-Penn Inc. for the 3rd Quarter ending February 28, 1985.

Breslube-Penn continues to be profitable in fuel operation and in oily-water treatment. The profits for the quarter were $30,479 on sales of $992,771. Working capital has improved substantially during this fiscal year which resulted in a reduction of $292,000 in the deficiency.

Sales were a concern to us early in this quarter as the major user of our reprocessed oil was J & L Steel in Aliquippa which is partially shutdown. Substantial marketing efforts were made to develop new markets, the result of these have been positive as we now have a better customer mix which makes us less vulnerable.

The environmental issue is the only cloud that may affect the future direction of Breslube-Penn. On November 28, 1984 the Department of Environmental Resources of the Commonwealth of Pennsylvania issued an Order to shutdown the operations. The Order dealt with a number of issues. The following were the key components:

- solid waste accumulated on the site, mainly from the Wiseman era;
- the discharge of water in the Montour Creek, without secondary or tertiary treatment;
- groundwater contamination.

On December 26th, 1984, Breslube-Penn appealed the Order at the Environmental Hearing Board in Harrisburg, Pennsylvania.

...2

We are currently negotiating with the DER on a Consent Order that we can meet and that is clear and practical. Furthermore, Chester Engeineers, a Coraopolis based consulting firm specializing in water treatment, has been hired to study the feasibility of directing the plant water to the city sewage treatment plant. The study is positive, so far, and we have had some discussions with the sewage treatment authorities.

It is difficult to forecast the outcome of these current problems. We, however, are not surprised to see these pressures as they exist in our industry which deals with Waste Management. We also believe that the past performance of the previous owner has played a key role in the lack of credibility with the Western Pennsylvania environmental authorities.

Joseph Chalhoub
President

JC/mp
Encl.

BRESLUBE
P.O. BOX 130, BRESLAU, ONTARIO, CANADA N0B 1M0
TEL. (519) 648-2291
TELEX 069-55246
Breslube Enterprises

April 8, 1985

To: The Partners of BresLube Enterprises
Royal Bank of Canada
RoyNat Inc.
Equibank
Manufacturers Hanover

Re: Financial Report
Consolidated BresLube Enterprises
3rd Quarter Ending February 28, 1985

Please find attached the consolidated financial statement for the third quarter ending February 28, 1985. These financials represent the operation of BresLube Enteprises and its wholly owned subsidiaries BresLube Inc. and Speedy Oil Services Inc., BresLube-Penn Inc. and Booth Oil are not included.

The third quarter was an extraordinary operating period for the Partnership as the single largest capital project was completed and commissioned. The Vacuum Distillation project, at a cost of $3.7 million, was completed in mid-January. The commissioning and de-bugging period took six weeks. The new system started producing on a consistent basis early in March.

The financial results for the three months period were poor for the following reasons:

1. Lower seasonal productivity in the used oil collection. The Canadian used oil collection was down by approximately 600,000 gallons when compared to the previous quarter. This is a drop of 21% and typical for the winter months.

2. The production of lubricants was down by about 250,000 gallons when compared to the previous quarter. The average monthly production was 405,000 imperial gallons per month. This was substantially lower than budget and was due primarily to the switch over from the Acid Treatment to the Vacuum Distillation process.

...2

BPDR 0006056

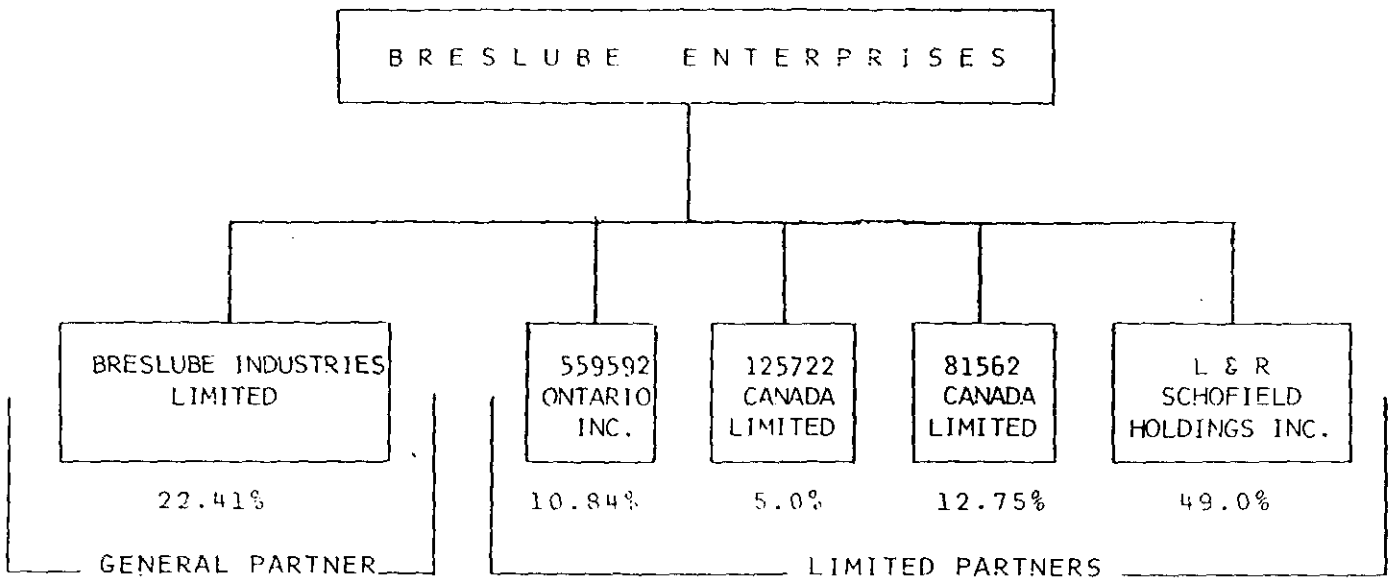
3. The third quarter included extraordinary expenses related to the de-bugging of the new sytem. These included additional labour, chemicals and a significant amount of energy (heat and electricity). As the new system was being commissioned, it employed energy, while no production benefits were realized.

4. The used oil collection network in the U.S.A. experienced pricing pressure and high driver turnover. The high pricing is in the Cleveland, Ohio area. The driver turnover was in North East, Ohio and Syracuse, New York. As these markets mature the collection cost should improve.

Finally, we look forward to the benefits of the Vacuum Distillation system. Major savings in chemicals and disposal costs will result. Production capacity has been increased by 37% to 650,000 gallons per month of lube oil. We expect to see production and sales increasing to near the new capacity within this current calendar year.

JC/mp
Encl.

Joseph Chalhoub
President



BresLube Enterprises a Limited Partnership by its Sole General Partner BresLube Industries Limited