

SIRLIN GALLOGLY & LESSER, P.C.
By: Dorothy Anne Hamill
Attorney I.D. No.: 69912
1529 Walnut Street
Suite 600
Philadelphia, PA 19102
(215) 864-9700



2002-09449-0021
Petition
Montgomery County Prothonotary
William E. Donnelly
Friday, May 30, 2003 12:38:00 PM

Attorney for Plaintiff
Brandywine Operating Partnership, LP

BRANDYWINE OPERATING
PARTNERSHIP, LP

vs.

SILICON EAST COAST
CONSULTING, LLC

COURT OF COMMON PLEAS

NO. 02-09449

**PETITION BY PLAINTIFF FOR
SUPPLEMENTAL RELIEF IN AID OF EXECUTION**

Pursuant to Pa.R.C.P. 3118, Plaintiff, Brandywine Operating Partnership, LP by its counsel Sirlin Gallogly & Lesser, P.C., respectfully moves this Court for Supplemental Relief in Aid of Execution and in support thereof avers the following:

1. Defendant is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a current address of 701 Market Street, Suite 7000A, Philadelphia, Pennsylvania 19106.
2. On May 21, 2002 plaintiff confessed judgment against defendant in the amount of \$7,128.88. A true and correct copy of said judgment is attached hereto, marked as Exhibit "A" and made a part hereof.
3. Pursuant to a Writ of Execution, on June 4, 2002 the Sheriff made a levy upon defendant's personal property thereby taking control of the same at the premises as the

address listed above. A true and correct copy of said levy is attached hereto, marked as Exhibit "B" and made a part hereof.

4. When the levy was made, defendant was served with the Sheriff's levy report, which notified the defendant as follows: "You will therefore have nothing removed from the premises without an order from the Sheriff".

5. On or about July 2, 2002 plaintiff, through counsel, attempted to schedule a Sheriff's Sale of the defendant's property but was informed by the Sheriff's Office that the property had been removed from the premises, therefore the Sale could not be scheduled.

6. Notwithstanding the foregoing, defendant stole the levied property and has failed to now produce the levied property or provide the Sheriff with information regarding its location.

7. Plaintiff previously filed this Motion for Supplemental Relief on October 16, 2002 due to the defendant's theft of the levied property.

8. Defendant failed to file an Answer to Plaintiff's Motion within the prescribed time period.

9. In addition to filing the Motion for Supplemental Relief, Plaintiff filed a criminal complaint with the Upper Dublin Police Department for theft of the levied property.

10. In consideration of plaintiff's agreement not to pursue its Motion, defendant signed a forbearance agreement that required four payments of \$1,100 each commencing upon execution of the agreement, the final payment to be made on March 1, 2003. A true and correct copy of said agreement is attached hereto and marked as Exhibit "C" and made a part hereof.

11. Defendant failed to make the final two payments totaling \$2,200 and despite repeated demands by plaintiff, continues to withhold payment.

12. Without intervention by this Court, defendant will continue to conceal the levied property that is subject to the Sheriff's levy and sale.

WHEREFORE plaintiff requests this Court to:

- (a) issue an Order directing defendant to return and deliver all levied property to the Montgomery County Sheriff's Office within seven (7) days of the date the Order is issued;
- (b) impose an appropriate fine in addition to reasonable attorney fees; and
- (c) such other relief as this Court deems just and proper.



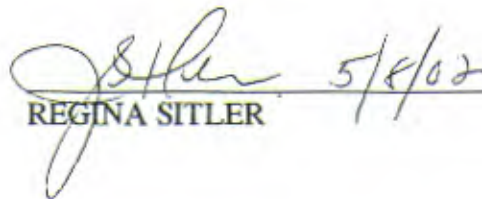
DOROTHYANNE HAMILL
Attorneys for Plaintiff
Brandywine Operating Partnership, LP

May 29, 2003

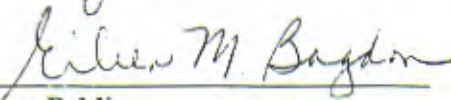
Despite repeated demands, Defendant has refused and continues to refuse to pay any or all of the remaining balance due to Plaintiff of \$6,789.41.

By letter to Defendant dated April 25, 2002, Plaintiff provided a notice of default to Defendant. A true and correct copy of said letter is attached hereto, made a part hereof and marked as Exhibit "C". Since then additional charges have accrued.

The balance due pursuant to said Lease is \$7,128.88 which represents unpaid rent and proper charges specifically set forth in Paragraph 5 above in the total amount of \$6,789.41 together with an attorney's commission of 5% in the amount of \$339.47.

 5/8/02
REGINA SITLER

Sworn to and Subscribed
before me this 8th day
of May, 2002.


Notary Public

NOTARIAL SEAL EILEEN M. BAGDON, Notary Public Parsippany Twp., Bucks County Commission Expires July 3, 2003
--

Unpaid rent, Real Estate taxes, Use and Occupancy taxes, Common Area Maintenance charges, late fees and electric charges for the period through May 31, 2002	\$6,789.41
Attorneys' Fee	339.47
Total	<u>\$7,128.88</u>



PETER A. LESSER, ESQUIRE
Attorney for Defendant