

01-619-CD
ROBERT F. VAILL -vs- REICHDILL, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff,

No. GD

01-619-CQ

v.

Issue No.

REICHDRILL, INC.,

**COMPLAINT IN CONFESSION
OF MONEY JUDGMENT**

Defendant.

Code:

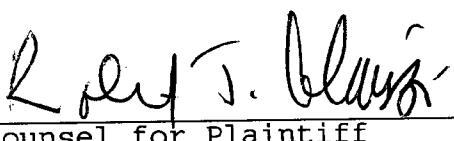
Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

I hereby certify that the within
action was a commercial
transaction.

WITTLIN & IANNUCCI, P.C.

By:


Counsel for Plaintiff

WITTLIN & IANNUCCI, P.C.

Firm #446
950 Greentree Road
Suite 301
Pittsburgh, PA 15220

(412) 875-4200

FILED

APR 30 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff,

No.

v.

REICHDRILL, INC.,

Defendant.

IMPORTANT NOTICE

YOU HAVE HAD A JUDGMENT ENTERED AGAINST YOU ON THE BASIS OF THE ATTACHED COMPLAINT. YOU MAY LOSE PROPERTY OR OTHER IMPORTANT RIGHTS IF YOU DO NOT TAKE APPROPRIATE ACTION PROMPTLY TO CONTEST THE ENTRY OF THIS JUDGMENT. YOU SHOULD TAKE THESE PAPERS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER OR CANNOT AFFORD ONE, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THE PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P. O. BOX 186
HARRISBURG, PA 17108

(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI, CIVIL DIVISION

Plaintiff, No.

v.

REICHDRILL, INC.,

Defendant.

COMPLAINT IN CONFESSION OF MONEY JUDGMENT

AND NOW, comes Plaintiff, ROBERT V. VALLI, by its attorneys, WITTLIN & IANNUCCI, P.C., and presents the within Complaint in Confession of Money Judgment against the Defendant, REICHDRILL, INC., and, support thereof, avers as follows:

1. The Plaintiff is Robert F. Valli, an individual, whose last known residence and/or legal domicile is located at 312 S. Centre Street, Philipsburg, Pennsylvania 16866.

2. The Defendant, Reichdrill, Inc., is a corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at P.O. Box 361, Decatur Township, County of Clearfield, Pennsylvania 16866.

3. On or about November 15, 1996, the parties hereto entered into a written Commercial Lease known as a Business

Property Lease, for the demised premises located in the Township of Decatur, County of Clearfield, Pennsylvania as set forth hereinabove. Said demised premises was to be used as a warehouse facility for the corporate Defendant, Reichdrill, Inc. A true and correct copy of the aforesaid Commercial Lease is hereby attached, and incorporated by reference as if set forth fully herein, as Exhibit "A".

4. Subsequently, the parties hereto entered into an Addendum No. 2 to the original Commercial Property Lease on or about October 1, 1999. Under this current Addendum to the Business Property Lease, the Defendant, Reichdrill, Inc., as tenant, would continue to be in possession of the aforesaid warehouse property from November 15, 1999 through November 14, 2002 at a monthly rental of \$10,000.00. A true and correct copy of the aforesaid Addendum No. 1 to Business Sublease is hereby attached, and incorporated by reference as if set forth fully herein, as Exhibit "B".

5. Since the execution of the original Business Lease in November, 1996, and the subsequent Addendums as set forth hereto, the Defendant, Reichdrill, has defaulted under the express terms and conditions of the Commercial Lease Agreement. Specifically, the Defendant has failed to remit regular monthly installment

payments in the amount of \$10,000.00 per month to the Plaintiff, as mandated by Paragraph 1 of the Addendum No. 2 to Sublease dated October 1, 1999.

6. Despite several written notices from Plaintiff urging Defendant to perform under the terms and conditions of the aforesaid Commercial Lease and Addendums thereto, the Defendant has failed to remit the regular monthly installment payment due under the aforesaid Commercial Lease Agreement.

7. Pursuant to Paragraph 14 of the original Business Lease dated November 15, 1996, the Plaintiff has the ability, upon default by the Defendant, to confess a money judgment against it for all delinquent rental payments due and owing, including reasonable attorney fees incurred by the Plaintiff in prosecuting the within action, and any and all delinquent charges and/or fees which may be assessed against the Defendant along with additional rent, accelerated rent, and any other cost which may be due and owing.

9. A money judgment has not been entered against the Defendant, pursuant to the aforesaid Commercial Lease Agreements, Addendums thereto, in this or any other jurisdiction.

10. Plaintiff avers that there has been no assignment of rights, duties, or obligations of either party subsequent to the

execution of the aforesaid Commercial Lease Agreements and Addendums thereto.

11. Plaintiff believes, and therefore avers, that the Defendant, Reichdrill, has defaulted under the express terms and conditions of the Commercial Lease Agreement and is now currently indebted to the Plaintiff, Robert F. Valli, in the following manner:

Delinquent rent for the months of:

3/2001 - 12/01	(\$10,000/month)	=	\$100,000.00
1/1/2002 - 11/2002	(\$10,000/month)	=	\$110,000.00

TOTAL \$210,000.00

Attorneys Fees
(10% of \$210,000.00) = \$ 21,000.00

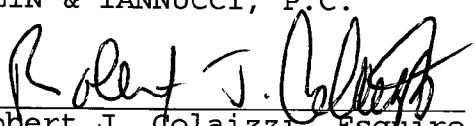
TOTAL JUDGMENT AMOUNT OF: \$231,000.00

12. The Plaintiff, Robert F. Valli, demands judgment against Defendant, Reichdrill, Inc., as authorized by the warrant of an attorney under the Confession of Judgment Clause contained in the aforesaid Commercial Lease Agreement attached hereto s Exhibit "A".

13. The Plaintiff avers that the aforesaid Commercial Lease Agreement was executed in connection with a commercial real estate transaction.

WHEREFORE, Plaintiff, Robert F. Valli, hereby demands money judgment against Defendant, Reichdrill, Inc., in the amount of \$231,000.00 plus costs and interest.

WITTLIN & IANNUCCI, P.C.

By: 
Robert J. Colaizzi, Esquire
Counsel for Plaintiff

CONFESSTION OF JUDGMENT

Pursuant to the authority contained in the provisions of the aforesaid Commercial Lease Agreement, a copy attached hereto as Exhibit "A", I hereby appear for Defendant, Reichdrill, Inc., and confess judgment in favor of Plaintiff and against Defendant, Reichdrill, Inc., as follows:

Delinquent rent for the months of:

3/2001 - 12/01 (\$10,000/month) = \$100,000.00
1/1/2002 - 11/2002 (\$10,000/month) = \$110,000.00

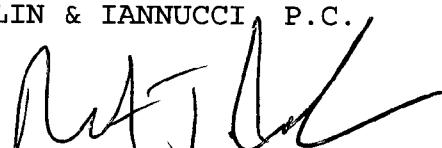
TOTAL \$210,000.00

Attorneys Fees
(10% of \$210,000.00) = \$ 21,000.00

TOTAL JUDGMENT AMOUNT OF: \$231,000.00

WITTLIN & IANNUCCI P.C.

By:

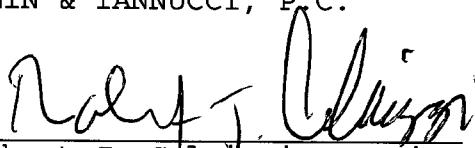

Robert J. Colaizzi, Esquire
Attorney for Plaintiff

CERTIFICATE OF RESIDENCE
PURSUANT TO P.A.R.C.P. 2951(a)(2)(ii)

I, Robert J. Colaizzi, Esquire, hereby certify that the precise address of Plaintiff is 312 S. Centre Street, Philipsburg, Pennsylvania 16866 and that the precise address of Defendant, Reichdrill, Inc., is P. O. Box 361, Philipsburg, Pennsylvania 16866.

WITTLIN & IANNUCCI, P.C.

By:


Robert J. Colaizzi, Esquire
Counsel for Plaintiff

VERIFICATION

I, ROBERT J. COLAIZZI, ESQUIRE, verify that the statements made herein are true and correct to the best of my information, knowledge and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

Dated:

4-24-01



Robert J. Colaizzi, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff,

No. GD

v.

REICHDRILL, INC.,

Defendant.

POST-JUDGMENT NOTICE
NOTICE OF ENTRY OF CONFESSIONED JUDGMENT

A Judgment by confession has been entered against you. If you want to contest this judgment, you can still file a petition to open or strike the judgment, but you must act promptly. Failure to act promptly may result in loss of your property or other important rights.

Go to or telephone the office set forth below to find out where you can get legal help.

THE PENNSYLVANIA LAWYER REFERRAL SERVICE
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(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff,

No. GD

v.

REICHDRILL, INC.,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: REICHDRILL, INC.
P.O. Box 361
Philipsburg, PA 16866

Plaintiff
 Defendant

You are hereby notified that an Order, Decree or Judgment
was entered in the above-captioned proceeding on

Delinquent rent for the months of:

3/2001 - 12/01 (\$10,000/month) = \$100,000.00
1/1/2002 - 11/2002 (\$10,000/month) = \$110,000.00

TOTAL \$210,000.00

Attorneys Fees
(10% of \$210,000.00) = \$ 21,000.00

TOTAL JUDGMENT AMOUNT OF: \$231,000.00

Date: _____

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff.

No. GD

1

REICHDRILL, INC.

Defendant.

AFFIDAVIT PURSUANT TO P.A.R.C.P. 2951(a)(2)(ii)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)
ss:

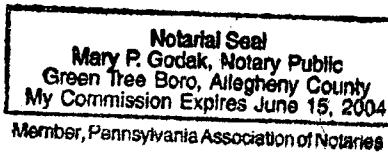
BEFORE ME, the undersigned officer, a notary public, in and for said County and Commonwealth, personally appeared, ROBERT J. COLAIZZI, ESQUIRE, who being first duly sworn according to law, deposes and says that:

1. He is the Attorney of Record with Pennsylvania I.D. No. 52696, duly licensed to practice along the Commonwealth of Pennsylvania;
2. He is the Attorney of Record filing the within Complaint in Confession of Judgment against the Defendant, listed in the above-referenced caption;
3. The Judgment that is being entered by Confession against Reichdrill, Inc., is not being entered in connection with a consumer credit transaction; and
4. The underlying transaction in connection with which the Confession of Judgment is being entered was of a commercial nature.

Robert J. Colaizzi, Esquire

SWORN TO and subscribed before me
this 27th day of April, 2000.

Mary R. Sodah
Notary Public
My Commission Expires:



BUSINESS PROPERTY LEASE

Made the 15th day of November, nineteen hundred and ninety-six (1996), by and between R. J. REAL ESTATE TRUST (hereinafter called Lessor), of the one part, and REICHDRILL INC. (hereinafter called Lessee), on the other part.

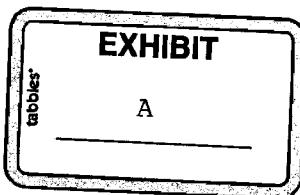
The parties hereby cancel the existing lease between them dated December 31, 1988.

Lessor does hereby demise and let unto Lessee all that certain real estate in the Township of Decatur, County of Clearfield, Commonwealth of Pennsylvania, as set forth in the deed dated December 30, 1988, which represents the demised premise which is attached hereto and made a part hereof and marked as Exhibit "A", to be used and occupied as a warehouse facility, for the term of twelve (12) months from the date hereof. The monthly rental shall be three thousand (\$3,000.00) dollars, payable on or before the first day of each and every month, in advance.

1. *Additional Rent.*

This is a triple net lease, with Lessee being responsible for all taxes, insurance, utilities, maintenance and repair of every kind.

(a) *Damages for Default.* Lessee agrees to pay as rent in addition to the minimum rental any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of



this lease, and each of them, and also any and all damages to the demised premises caused by any act or neglect of the Lessee.

(b) *Taxes.* Lessee further agrees to pay as rent in addition to the minimum rental all taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease.

(c) *Fire Insurance Premiums.* Lessee further agrees to pay as rent, such insurance including fire and extended coverage insurance premiums upon the demised premises and/or the building of which the demised premises is a part for full replacement value.

(d) *Utilities.* Lessee further agrees to pay as additional rent all charges for all utilities, including water and sewer consumed upon the demised premises and all charges for repairs to the meter or meters on the premises, and to the sewers, sewer systems and sewage treatment works, etc. whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

(e) *Liability Insurance.* Lessee further agrees to carry comprehensive liability insurance in such amount as Lessor shall request from time to time (initially \$1,000,000 and property damage insurance of \$500,000), all of which insurance shall name Lessor as a co-insured or loss payee.

2. *Place of Payment.* All rents shall be payable without prior notice or demand to the Lessor at 312 S. Centre Street, Philipsburg, Pennsylvania or at such other place as Lessor may from time to time designate by notice in writing.

3. *Affirmative Covenants of Lessee.* Lessee covenants and agrees that he will perform the following without demand:

(a) *Payment of Rent.* Pay the rent and all other charges on the days and times and at the place that they are made payable, without fail, and if Lessor shall at any time or times accept the rent or rent charges after they shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs to be paid by the Lessee may be proceeded for and recovered by the Lessor by distress or other process in the same manner as rent due and in arrears.

(b) *Cleaning and Repairing.* Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass window and doors that are broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee along excepted. The Lessee agrees to surrender the demised premises in the same condition in which it was received.

(c) *Requirements of Public Authorities.* Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statute or local ordinance or

regulation applicable to Lessee or his use of the demised premises, and indemnify Lessor from penalties, fines, costs or damages resulting from failure so to do.

(d) *Fire.* Use every reasonable precaution against fire.

(e) *Surrender of Possession.* Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this lease in good condition and repair, broom clean and free of debris, promptly delivering to Lessor at its office all keys for the demised premises.

(f) *Notice of Fire.* Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the demised premises.

(g) *Condition of Pavement.* Lessee shall be responsible for the condition of the pavement, curb, doors and other erections on the pavement during the term of this lease; shall keep the pavement free from snow and ice, and shall be, and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.

(h) *Agency on Removal.* The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal, to vacate the demised premises, prior to the expiration of this lease, or any renewal, Lessee will not cause or allow any other agent to represent Lessee in any subletting or reletting of the demised premises other than an agent approved by the Lessor and that should

Lessee do so or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessee or to the agent, the Lessee assuming all responsibility for such action.

4. *Negative Covenants of Lessee.* Lessee covenants and agrees that he will do none of the following things without the consent in writing of Lessor:

(a) *Use of Premises.* Occupy the demised premises in any other manner or for any other purpose than as is presently being used.

(b) *Assignment and Subletting.* Assign, mortgage or pledge this lease or underlet or sublease the demised premises, or any part of it, or permit any other person, firm or corporation to occupy the demised premises, or any part of it; nor shall any assignee or sublessee assign, mortgage or pledge this lease or such sublease, without an additional written consent by the Lessor, and without consent no assignment, mortgage or pledge shall be valid, said consent of Lessor shall not be unreasonably withheld. Any breach of this covenant shall, at the option of Lessor, result in an immediate and automatic forfeiture of this Lease.

(c) *Alterations, Improvements.* Make any alterations, improvements, or additions. Fixtures and improvements of any kind, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor,
 unless Lessor shall, prior to the determination of this lease, have

given written notice to Lessee to remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail to do so, Lessor may do so, collecting, at Lessor's option, the cost and expense from Lessee as additional rent.

(d) *Removal of Goods.* Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

5. *Lessor's Rights.* Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:

(a) *Inspection of Premises.* At all reasonable times, with permission of Lessee, by itself or its duly authorized agents to go upon and inspect the demised premises and every part of it, and/or at its option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

(b) *Discontinue Facilities and Services.* The Lessor may discontinue all facilities furnished and services rendered by Lessor or any of them, not expressly covenanted for, it being understood that they constitute no part of the consideration for this lease.

6. *Responsibility of Lessee.* Lessee agrees to be responsible for and to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property in the demised premises, whether belonging to the Lessee or any other person, including that caused by any fire, breakage or leakage in any part or portion of the demised premises, or any part or portion of the building of which the demised premises is a part, or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the demised premises is a part, from the drains, pipes, or plumbing work of the same, or from any place or quarter, whether such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or its servants or agents or any person or persons.

Lessee also agrees to be responsible for and to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any person or thing which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways of any kind which may exist or hereafter be erected or constructed on the premises, or from any kind of injury which may be caused on the premises or of which the demised premises is a part, whether such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, its servants or agents or any other person or persons.

7. *Responsibility of Lessor.*

(a) *Total Destruction of Premises.* In the event that the demised premises is totally destroyed or so damaged by fire or other casualty and that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(b) *Partial Destruction of Premises.* If the damage caused as above is only partial and such that the premises can be restored to their original condition within a reasonable time, the Lessor may, at its option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. The Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry is to render the demised premises or a part of it untenantable. In either event the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the demised premises rendered untenantable and the duration of the Lessor's possession.

(c) *Repairs by Lessor.* Lessor shall make such election to repair the premises or terminate this lease by giving notice to Lessee at the leased premises within thirty days from the day Lessor received notice that the demised premises had been destroyed or damaged by fire or other casualty.

(d) *Damage for Interruption of Use.* Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises unless such was caused by Lessor's actions.

(e) *Representation of Condition of Premises.* The Lessor has let the demised premises in their present condition and without any representations on the part of the Lessor, its trustees, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting or at any time thereafter.

(f) *Zoning.* It is understood and agreed that the Lessor does not warrant or undertake that the Lessee shall be able to obtain a permit under any zoning ordinance or regulation for such use as Lessee intends to make of the said premises, but Lessor agrees to assist and cooperate with Lessee in obtaining any permits required by the Lessee.

8. *Miscellaneous Agreements and Conditions.*

(a) *Effect of Repairs on Rental.* No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or its agents or contractors of

such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or other charges at the time specified in this lease.

(b) *Waiver of Custom.* It is hereby covenanted and agreed that notwithstanding any law, usage or custom, Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with its terms, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and further, that the failure of Lessor at any time or times to enforce its rights under these covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

9. *Remedies of Lessor. If the Lessee:*

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment reserved, included, or agreed to be treated or collected, as rent and/or any other charge, expense, or cost agreed to be paid by the Lessee; or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceedings for reorganization or for composition with creditors under any state or federal law are instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold by any sheriff, marshal or constable, then and in any or either of these events, there shall be deemed to be a breach of this lease, and *ipso facto* and without entry or other action by Lessor;

(1) The rent for the entire unexpired balance of the term of this lease, as well as all other charges, payments, costs and expenses agreed to be paid by the Lessee, or at the option of Lessor any part of it, and also costs and officer's commissions including watchman's wages and further including the five percent chargeable by Act of Assembly to the Lessor, shall, in addition to any and all installments of rent already due and payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charges, payments, taxes, costs and expenses were on that date payable in advance; and if this lease or any part is assigned, or if the premises or any part is sublet, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to collect the rents due by such assignee or sublessee and apply the same to the rent due without in any way affecting Lessee's obligation to pay any unpaid balance of rent due hereunder or in

the event of any of the foregoing at any time at the option of Lessor;

(2) This lease and the term hereby created shall terminate and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the demised premises, for the residue of the term.

10. *Further Remedies of Lessor.* In the event of any default as above set forth in Section 10, the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) may without notice or demand enter the demised premises, breaking open locked doors if necessary to effect entrance, without liability to action for prosecution or damages for such entry or for its manner, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels at auction, on three days' notice served in person on the Lessee, or left on the premises, and pay the Lessor out of the proceeds, and the Lessee hereby releases and discharges the Lessor, and his agents from all claims, actions, suits, damages and penalties, for or by reason or on account of any entry, restraint, levy, appraisement or sale; and/or

(b) may enter the premises, and without demand proceed by distress and sale of goods there found to levy the rent and/or

other charges payable as rent, and all costs and officers' commissions, included watchmen's wages and sums chargeable to Lessor, and further including a sum equal to five percent of the amount of the levy as commissions to the constable or other person making the levy, shall be paid by the Lessee, and in such case all costs, officers' commission and other charges shall immediately attach and become part of the claim of Lessor for rent, and any tender of rent without the costs, commission and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of the Lessor. Lessee hereby expressly waives in favor of Lessor the benefit of all laws now made or which may hereafter be made regarding any limitation on the goods upon which, or the time within which, distress is to be made after removal of goods, and further relieves the Lessor of the obligations of proving or identifying such goods, it being the purpose and intent of this provision that all goods of Lessee, whether upon the demised premises or not, shall be liable to distress for rent.

(c) Lessee waives in favor of Lessor all rights under the Pennsylvania Landlord and Tenant Act of 1951, as amended, and all supplements and amendments that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five days from distraint without any appraisement.

(d) The Lessee further waives the right to issue a Writ of Replevin under the Pennsylvania Rules of Civil Procedure No. 1071 et seq. and Laws of the Commonwealth of Pennsylvania under any other law previously enacted or now in force or which may be

hereafter enacted, for the recovery of any articles, seized under a distress for rent or levy upon an execution for rent, damages or otherwise; all waivers mentioned above are hereby extended to apply to any such action.

(e) May lease the premises or any part or parts of it to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss of rent for the balance of the then current term.

11. *Confession of Judgment.* If rent and/or any charges hereby reserved as rent shall remain unpaid on any day when the same ought to be paid Lessee hereby empowers any prothonotary or attorney of any court of record to appear for Lessee in any and all actions which may be brought for rent and/or the charges, payments, costs and expenses reserved as rent, or agreed to be paid by the Lessee and/or to sign for Lessee an agreement for entering in any competent court an amicable action or actions for the recovery of rent or other charges or expenses, and in suits or in an amicable action or action to confess judgment against Lessee for all or any part of the rent specified in this lease and then unpaid including, at Lessor's option, the rent for the entire unexpired balance of the term of this lease, and/or other charges, payments, costs and expenses reserved as rent or agreed to be paid by the Lessee, and for interest and costs together with an attorney's commission of five percent. Such authority shall not be exhausted by one exercise, but judgment may be confessed from time to time as often as any of the rent and/or other charges reserved as rent shall fall

due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this lease.

12. *Ejectment.* When this lease shall be terminated by condition broken, either during the original term of this lease or any renewal or extension, and also when and as soon as the term hereby created or any extension shall have expired, it shall be lawful for any attorney as attorney for Lessee to file an agreement for entering in any competent court an amicable action and judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the demised premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of possession may issue, without any prior proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee. Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease, to bring one or more amicable action or actions to recover possession of the said premises.

13. *Affidavit of Default.* In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this lease (and of the truth of the

copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary.

14. *Right of Assignee of Lessor.* The right to enter judgment against Lessee and to enforce all of the other provisions of this lease may, at the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her or their own name, notwithstanding the fact that any or all assignments of the right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly of May 28, 1715, 1 Sm. L. 94, and all supplements and amendments that have been or may hereafter be passed and Lessee hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating manner and/or form in which such assignments shall be executed and witnessed.

15. *Remedies Cumulative.* All of the remedies herein given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No termination of this lease or the taking or recovering of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time or which, under the terms, would in the future become due as if there had been no termination, or for sums due at the time or which, under its terms, would in the future become due as if there had been no termination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy

herein for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

16. *Lessee's Right to Cure Default.* Lessors remedies as a result of any breach of this lease as set forth above shall not come into effect until the Lessee has had a reasonable opportunity to cure same. Upon the occurrence of any violation or breach of this Lease, the Lessor shall forward to Lessee a notice in writing specifically setting forth the particulars of the breach and giving Lessee thirty (30) days to cure same (7 days if the breach is a failure to pay rent). Upon the Lessee's failure to cure same within the specified time, then all the above enumerated remedies shall come into effect. Should Lessee cure same, then none of the above remedies will come into effect and the Lease shall continue in full force and effect. The Lessee's right to cure under this paragraph with regard to the payment of rent will only apply in two occasions of a twelve (12) month period and Lessee will only have five (5) days in which to cure on such two (2) occasions. Should the payment of rent be made later than the 7th day of the month in two months during a twelve (12) month period and the Lessor has given notice in accordance to this paragraph, then on the 3rd or any subsequent late payment, the Lessor will not be required to give such notices and the Lessee will be considered in default.

17. *Condemnation.* In the event that the premises demised or any part of it is taken or condemned for a public or quasi-public use, this lease shall, regarding the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in

proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor for any present or future estate of Lessee by reason of the complete or partial taking of the demised premises, and it is agreed that the Lessee shall not be entitled to any notice whatsoever of the partial or complete termination of this lease for this reason and Lessee hereby assigns to Lessor all its right, title and interest to any such award.

18. *Subordination.* This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or buildings of which the demised premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land and/or the buildings containing the same.

19. *Termination of Lease.* It is hereby mutually agreed that either party may terminate this lease at the end of its term by giving to the other party written notice at least 90 days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of its term as for a further period of one year and so on from year to year; PROVIDED, however, that should this lease be continued for a further period under the terms herein above-

mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term of its intention to change the terms and conditions of this lease, and Lessee shall not within 30 days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension of it, and shall fail or refuse to vacate on the date designated by notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension, give the said Lessee ten days' written notice of its intention to terminate the lease; whereupon the Lessee expressly agrees to vacate the premises at the expiration of the period of ten days specified in the notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by

Lessee as well during any extension of the original term of this lease as during the original term itself.

20. *Notice.* All notices required to be given by Lessor to Lessee shall be sufficiently given by leaving the same upon the demised premises, but notices given by Lessee to Lessor must be given by certified or registered mail.

21. *Lease Contains All Agreements.* It is expressly understood and agreed by and between the parties that this lease and the riders attached to it and forming a part of its, set forth all the promises, agreements, conditions and understandings between Lessor or its Agent and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are set forth. It is further understood and agreed that, except as otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

22. *Heirs and Assignees.* All rights and liabilities given to, or imposed upon, the respective parties shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of the parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements of this Agreement, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by

the terms of this lease may be given by or to any one of them, and shall have the same force and effect as if given by or to all. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing.

23. *Headings No Part of Lease.* Any headings preceding the text of the paragraphs and subparagraphs of this Agreement are inserted solely for convenience or reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction, or effect.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written, and intend to be legally bound.

Sealed and delivered in the presence of:

R.J. Real Estate Trust

Witness

By: _____
Trustee

By: _____
Trustee

REICHdrill, Inc.

Witness

By: _____
President

Witness

Secretary

the terms of this lease may be given by or to any one of them, and shall have the same force and effect as if given by or to all. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing.

23. *Headings No Part of Lease.* Any headings preceding the text of the paragraphs and subparagraphs of this Agreement are inserted solely for convenience or reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction, or effect.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written, and intend to be legally bound.

Sealed and delivered in the presence of:

R.J. Real Estate Trust

Michael J. Kudack III By: Charles E. Wrenn
Witness Trustee

By: John W. Wall Trustee

REICHDRILL, Inc.

By: John Schulte Jr. President

By: John W. Wall Secretary

Stewart J. Greenley
Witness

Stewart J. Greenley
Witness

ADDENDUM NO. 2 TO SUBLICENSE

This Addendum No. 2 to Sublease made this 1st day of October, 1999 by and between ROBERT F. VALLI (Lessor) and REICHDRILL, INC. (Lessee).

WITNESSETH:

WHEREAS, the parties hereto entered into Addendum No. 1 to Sublease dated November 15, 1996; and

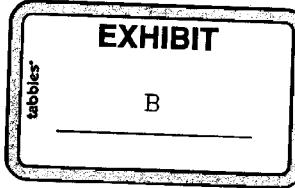
WHEREAS, Paragraph 3 of Addendum No. 1 to Sublease provides for various options relating to the extension of the Lease or the purchase of the Property at fair market value; and

WHEREAS, the parties have reached an understanding with respect to an extension of the Lease and the possible acquisition of the Property by Lessee.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound hereby the parties covenant and agree as follows:

1. The term of the Lease is hereby extended from November 15, 1999 through November 14, 2002 at a monthly rental of \$10,000.00 and upon all the other terms and conditions contained in the Sublease Agreement and Addendum No. 1 to Sublease.

2. Lessor agrees to provide Lessee with an option to purchase the Property on or before May 15, 2000 at a purchase price of \$2,300,000.00. Lessee covenants and agrees to use its best effort to obtain financing so that it is able to exercise said option and purchase the Property. Except as may be inconsistent with this Addendum, the terms and conditions of the Option Agreement dated November 15, 1996 will apply.



3. In the event that Lessee acquires the Property on or before May 15, 2000, Lessee will be entitled to a rental credit to be applied against the purchase price. The amount of the rental credit will be \$6,480.00 for each rental payment of \$10,000.00, or a total of \$38,880.00 if the \$10,000.00 rental is paid for the full six (6) month period of the term of the option.

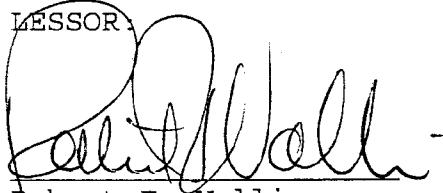
4. If Lessee acquires and pays for the Property pursuant to the above option, the Compensation, Commission and Consulting Agreement between the parties will terminate and become null and void as of the date of the closing of the Property or May 15, 2000, whichever occurs later.

IN WITNESS whereof the parties set their hands and seals the day and year first above written.

WITNESS:

Susan J. Killward

LESSOR:


Robert F. Valli

ATTEST:

Susan J. Killward

LESSEE:
REICHDRILL, INC.

By: John Pachthoff, Inc.
President

FILED ^{Atty pd}
MAY 2007
2007
1CC P&F
1CC DEF
SOPR 3 in 2007
William A. Shaw
Prothonotary
Notice to Def.
Statement to Atty

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Robert F. Valli

Vs.

No. 2001-00619-CD

Reichdrill, Inc.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$231,000.00 on the April 30, 2001.

William A. Shaw
Prothonotary

William A. Shaw

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Robert F. Valli
Plaintiff(s)

No.: 2001-00619-CD

Real Debt: \$231,000.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Reichdrill, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Complaint in Confession of Money
Judgment

Date of Entry: April 30, 2001

Expires: April 30, 2006

Certified from the record this 30th day of April, 2001.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

CA

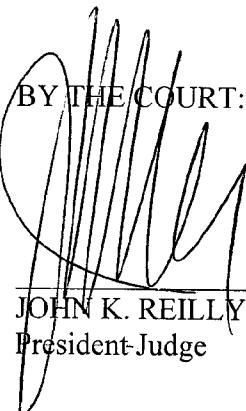
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

ROBERT F. VALLI

REICHDRILL, INC.

ORDER

NOW, this 18th day of May, 2001, upon consideration of Plaintiff's Motion to Satisfy Judgment Without Prejudice in the above matter, a Rule is hereby issued upon Defendant to appear and Show Cause why the Motion should not be granted. Rule Returnable the 6th day of July, 2001, at 2:30 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

JOHN K. REILLY, JR.
President Judge

FILED

MAY 18 2001

William A. Shaw
Prothonotary

FILED *cc*
01355811 Atty Colaiuzzi
MAY 18 2001

William A. Shaw
Prothonotary



CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff,

No. 01-619-CD

v.

Issue No.

REICHDRILL, INC.,

**MOTION TO SATISFY
JUDGMENT WITHOUT
PREJUDICE**

Defendant.

Code:

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Robert J. Colaizzi, Esquire

WITTLIN & IANNUCCI, P.C.
Firm #446
950 Greentree Road
Suite 301
Pittsburgh, PA 15220

(412) 875-4200

FILED

MAY 17 2001

William A. Shaw
Prothonotary

NOTICE OF PRESENTATION

TO: Reichdrill, Inc.
P.O. Box 361
Philipsburg, PA 16866

Kindly take notice that the within Motion to Satisfy Judgment Without Prejudice will be presented to the Motion's Judge, the Honorable _____, of the Civil Division of the Court of Common Pleas of Clearfield County, Pennsylvania, Room ____, on _____, 2001 at ____ a.m./p.m.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion to Satisfy Judgment Without Prejudice has been served by First Class Mail, postage prepaid to the above-named party on the _____ day of _____, 2001.

Robert J. Colaizzi
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff,

No. 01-619-CD

v.

REICHDRILL, INC.,

Defendant.

MOTION TO SATISFY JUDGMENT WITHOUT PREJUDICE

AND NOW, come the Plaintiff, ROBERT F. VALLI, by and through his attorneys, WITTLIN & IANNUCCI, P.C., and presents the within Motion to Satisfy Judgment entered in the above captioned matter without prejudice and, support thereof, avers as follows:

1. On or about April 30, 2001, the Plaintiff, Valli, filed a Complaint in Confession of Money Judgment in the above captioned matter. Judgment was therefore entered by the Office of the Prothonotary of this Court on April 30, 2001 in favor of Plaintiff, Valli, and against Defendant, Reichdrill, Inc., in the total amount of \$231,000.00.

2. After entry of judgment, notice of Judgment was sent to the corporate Defendant, Reichdrill, Inc. Immediately

thereafter, the parties then discussed a partial settlement of the monies due and owing to Plaintiff pursuant to a commercial lease agreement, and various addendums thereto.

3. Upon receipt of the agreed upon settlement payment, Defendant has requested Plaintiff to file a Praeclipe to Satisfy Judgment in the above captioned matter.

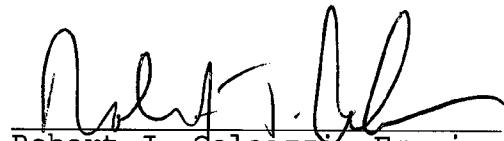
4. However, Plaintiff wishes to file said Praeclipe to Satisfy Judgment Without Prejudice in order to protect himself from any and all future defaults by Defendant under the terms and conditions of the commercial lease currently existing between the parties. Plaintiff wishes to have the ability to file, if necessary, future confessions of judgment for any and all delinquent amounts which may become due and owing as well as having the ability to accelerate the total balance owing under the terms of the Lease.

5. Plaintiff believes, and therefore avers, that it is necessary for him to seek leave of this Honorable Court to insure that the Praeclipe to Satisfy Judgment is done without prejudice to his right to file, if necessary, future confessions of judgment for any and all balances then due and owing under the

terms of the commercial lease, addendums thereto, existing between the parties.

WHEREFORE, the Plaintiff, Robert F. Valli, respectfully requests this Honorable Court to enter an Order granting him leave to file a Praeclipe to Satisfy Judgment, in the above captioned matter, without prejudice to his right to file, if necessary, future confessions of money judgment pursuant to the business lease, and addendums thereto, currently existing between the parties.

Respectfully submitted,



Robert J. Colaizzi, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff,

No. 01-619-CD

v.

REICHDRILL, INC.,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this _____ day of _____, 2001,
upon consideration of the within Motion to Satisfy Judgment
Without Prejudice presented by the Plaintiff, Robert F. Valli, it
is hereby ORDERED, ADJUDGED and DECREED as follows:

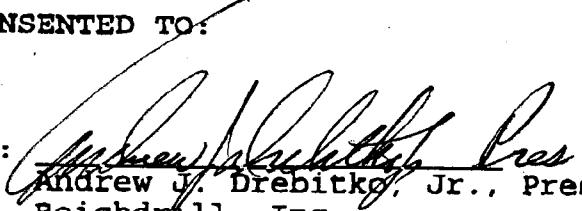
The Plaintiff, Robert F. Valli, is hereby granted leave of
court to file a Praeceipe with the Office of the Prothonotary of
this Court to satisfy the judgment, in the above captioned
matter, without prejudice to his right to file, if necessary, any
and all future confessions of money judgments and/or confessions
of judgment for possession of a commercial property currently
leased by the Defendant, Reichdrill, Inc., pursuant to a
commercial lease agreement, and various addendums thereto,
currently existing between the parties.

Upon execution of this Order of Court, Plaintiff shall therefore file a Praeclipe to Satisfy the Judgment currently existing in the above captioned matter without prejudice to his right to file a subsequent money judgment and/or judgment for possession against the Defendant pursuant to the terms and conditions of the commercial lease agreement and, addendums thereto, currently existing between the parties.

BY THE COURT:

J.

CONSENTED TO:

By: 
Andrew J. Dreibelick, Jr., President
Reichdrill, Inc.

FILED

MAY 17 2001
O/353 Beccathy Col
William A. Shaw
Prothonotary

GW

Cathy Col

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff,

No. 01-619-CD

v.

Issue No.

REICHDRILL, INC.,

AFFIDAVIT OF SERVICE

Defendant.

Code:

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Robert J. Colaizzi, Esq.
Pa I.D. No. 52696

WITTLIN & IANNUCCI, P.C.
Firm #446
950 Greentree Road
Suite 301
Pittsburgh, PA 15220

(412) 875-4200

FILED

MAY 25 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT F. VALLI,

CIVIL DIVISION

Plaintiff, No. 01-619-CD

v.

REICHDRILL, INC.,

Defendant.

AFFIDAVIT OF SERVICE OF COMPLAINT IN CIVIL ACTION

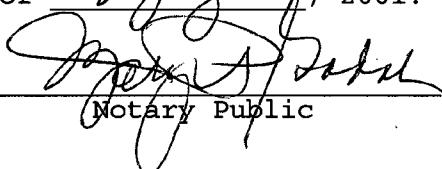
COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned officer, a notary public, in and for said County and Commonwealth, personally appeared, Robert J. Colaizzi, Esquire, who being first duly sworn according to law, deposes and says that on the 22nd day of May, 2001, he caused to be mailed by U.S. mail, postage prepaid, a true and correct copy of the Motion to Satisfy Judgment Without Prejudice and Order of Court issuing a Rule to Show Cause to the Defendant, Reichdrill, Inc., with its business address of P.O. Box 361, Philipsburg, PA 16866.



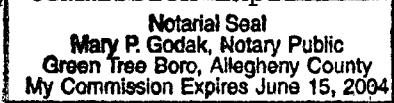
Robert J. Colaizzi, Esquire
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
before me this 23rd day
of May, 2001.



Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

FILED

MAY 25 2001
O 1 2001
3cc
William A. Shaw
Prothonotary

RECEIVED
Clerk's Office
Colby County
Court