

01-899-CD
SUNRISE PROPERTIES, INC. -vs- MARJORIE FERRA

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2001-899-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF DJ.	
MARJORIE FERRA, d/b/a MAIN STREET VIDEO	Patrick N. Ford	
ADDRESS OF APPELLANT	CITY	STATE
Main Street Mall, DuBois, PA 15801		
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)	
5/14/01	SUNRISE PROPERTIES, INC. vs. MARJORIE FERRA	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
CV 19 LT 19	<i>Maryanne Ferra</i>	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>		
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>		

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon SUNRISE PROPERTIES, INC., appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 2001-899-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To SUNRISE PROPERTIES, INC., appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: JUN 11, 2001

W.A.S.
Signature of Prothonotary or Deputy

FILED

JUN 11 2001

William A. Shaw
Prothonotary

80-80-
BY APPELLANT

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

MARJORIE FERRA
MAIN ST MALL
DBA MAIN STREET VIDEO
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
NONRESIDENTIAL LEASE

PLAINTIFF: **SUNRISE PROPERTIES INC** NAME and ADDRESS

319 WASHINGTON ST
JOHNSTOWN, PA 15901

DEFENDANT: **FERRA, MARJORIE** NAME and ADDRESS

MAIN ST MALL
DBA MAIN STREET VIDEO
DUBOIS, PA 15801

Docket No.: **LT-0000170-01**
Date Filed: **4/19/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **SUNRISE PROPERTIES INC**

Judgment was entered against **FERRA, MARJORIE** in a

Landlord/Tenant action in the amount of \$ **5,621.45** on **5/14/01**. (Date of Judgment)
The amount of rent per month, as established by the District Justice, is \$ **1,000.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by DJ	Less Security Deposit Applied	= Adjudicated Amount
Rent in Arrears	\$ 5,500.00	-\$.00	= \$ 5,500.00
Physical Damages Leasehold Property	\$.00	-\$.00	= \$.00
Damages/Unjust Detention	\$.00	-\$.00	= \$.00
	Less Amt Due Defendant from Cross Complaint	-\$.00	
	Interest (if provided by lease)	\$.00	
	LT Judgment Amount	\$ 5,500.00	
	Judgment Costs	\$ 121.45	
	Attorney Fees	\$.00	
	Total Judgment	\$ 5,621.45	
	Post Judgment Credits	\$.00	
	Post Judgment Costs	\$.00	
	Certified Judgment Total	\$ 5,621.45	

Defendants are jointly and severally liable.
 This case dismissed without prejudice.
 Possession granted.
 Possession granted if money judgment is not satisfied by time of eviction.
 Possession not granted.
 Levy is stayed for _____ days or generally stayed.
 Objection to Levy has been filed and hearing will be held:

Date:	Place:
Time:	

ANY PARTY AGGRIEVED BY A JUDGMENT INVOLVING A NONRESIDENTIAL LEASE MAY APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

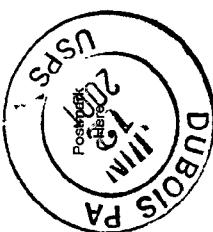
YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

5-14-01 Date **Patrick N. Ford - PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, 2006 .

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>											
Article Sent To:											
51 MULNY 13281											
											
<table border="1"> <tr> <td>Postage</td> <td>\$ 34</td> </tr> <tr> <td>Certified Fee</td> <td>140</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>50</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>0</td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 374</td> </tr> </table>		Postage	\$ 34	Certified Fee	140	Return Receipt Fee (Endorsement Required)	50	Restricted Delivery Fee (Endorsement Required)	0	Total Postage & Fees	\$ 374
Postage	\$ 34										
Certified Fee	140										
Return Receipt Fee (Endorsement Required)	50										
Restricted Delivery Fee (Endorsement Required)	0										
Total Postage & Fees	\$ 374										
Name (Please Print Clearly) (To be completed by mailer) <input type="text" value="E765 595 000 000 0222 500"/>											
Street, Apt. No., Box No. <input type="text" value="1324 1/2 L"/>											
City, State, ZIP+4 <input type="text" value="DUBOIS PA 15801"/>											
<small>PS Form 3800, July 1999</small>											
<small>See Reverse for Instructions</small>											

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a Postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, July 1989 (Reverse)

102595-99-M-1938

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS CLEARFIELD (County) JUDICIAL DISTRICT 46TH

NOTICE OF APPEAL

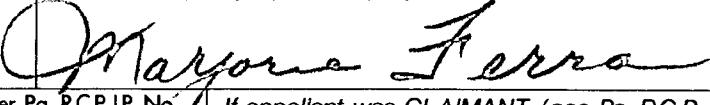
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2001- 899-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT MARJORIE FERRA, d/b/a MAIN STREET VIDEO	MAG. DIST. NO. OR NAME OF D.J. Patrick N. Ford
ADDRESS OF APPELLANT Main Street Mall, DuBois, PA 15801	STATE PA
DATE OF JUDGMENT 5/14/01	IN THE CASE OF (Plaintiff) SUNRISE PROPERTIES, INC.
vs. MARJORIE, FERRA	
CLAIM NO. CV 19 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>	
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>	

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

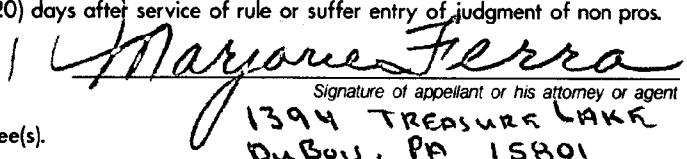
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon SUNRISE PROPERTIES, INC., appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 2001- 899-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To SUNRISE PROPERTIES, INC., appellee(s).
(Name of appellee(s))

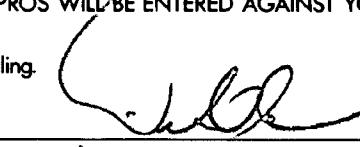

Signature of appellant or his attorney or agent
**1394 TREASURE LAKE
DuBois, PA 15801**

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: June 11, 2001


Signature of Prothonotary or Deputy

FILED

6/12 JUN 12 2001
DPO 3:58:16P
William A. Shaw
Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

AFFIRMATION: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas 2001-899-C upon the District Justice designated therein on
(date of service) 6-12-01 by personal service by certified/registered mail, sender's receipt attached hereto
receipt attached hereto, and upon the appellee, (name) Penn Traffic on
6-12-2001 by personal service by (certified) (registered) mail, sender's receipt attached hereto
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on 6-12-2001 by personal service by (certified) (registered)
mail, sender's receipt attached hereto.

SWEORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 12th DAY OF June 2001

Frank L. Taylor

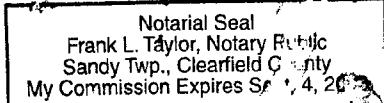
Signature of Notary Public, Notary Commission # 00000000000000000000

Notary Public

Title of office

My commission expires Sept 4, 2001

Maryann Ferrara
Signature of affiant



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
NONRESIDENTIAL LEASE**

PLAINTIFF:

SUNRISE PROPERTIES INC
319 WASHINGTON ST
JOHNSTOWN, PA 15901

NAME and ADDRESS

DEFENDANT:

FERRA, MARJORIE
MAIN ST MALL
DBA MAIN STREET VIDEO
DUBOIS, PA 15801

NAME and ADDRESS

Docket No.: **LT-0000170-01**
Date Filed: **4/19/01**



01-899-CO

THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **SUNRISE PROPERTIES INC**

Judgment was entered against **FERRA, MARJORIE** in a

Landlord/Tenant action in the amount of \$ **5,621.45** on **5/14/01**. (Date of Judgment)
The amount of rent per month, as established by the District Justice, is \$ **1,000.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by DJ	Less Security Deposit Applied	= Adjudicated Amount
Rent in Arrears	\$ 5,500.00	\$.00	\$ 5,500.00
Physical Damages Leasehold Property	\$.00	\$.00	\$.00
Damages/Unjust Detention	\$.00	\$.00	\$.00
	Less Amt Due Defendant from Cross Complaint	\$.00	\$.00
	Interest (if provided by lease)	\$.00	\$.00
	L/T Judgment Amount	\$ 5,500.00	\$ 5,500.00
	Judgment Costs	\$ 121.45	\$ 121.45
	Attorney Fees	\$.00	\$.00
	Total Judgment	\$ 5,621.45	\$ 5,621.45
	Post Judgment Credits	\$.00	\$.00
	Post Judgment Costs	\$.00	\$.00
	Certified Judgment Total	\$.00	\$.00

Defendants are jointly and severally liable.
 This case dismissed without prejudice.
 Possession granted.

Possession granted if money judgment is not satisfied by time of eviction.

Possession not granted.

Levy is stayed for _____ days or generally stayed.

Objection to Levy has been filed and hearing will be held:

FILED

15/2001

my 11:58 am
William A. Shaw
Prothonotary

Date:	Place:
Time:	

ANY PARTY AGGRIEVED BY A JUDGMENT INVOLVING A NONRESIDENTIAL LEASE MAY APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

5-14-01 Date **Patrick N. Ford - PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, **2006**.

CIVIL/LANDLORD TENANT WORKSHEET

Case Name: **SUNRISE PROPERTIES INC** VS **FERRA, MARJORIE** Docket No.: **LT-0000170-01**



Hearing Date: **5/14/01**

Hearing Time: **1:30 P**

Cross Complaint Filed (Date): _____ Cross Complaint Amount: \$ _____

Defendant intends to defend (Date): _____ Stayed on (Date): _____

Plaintiff so notified (Date): _____ Stayed until further notice.

Hearing was held on (Date): _____ Defendant appeared at hearing:

Defendant did not appear. Not represented.

Plaintiff did not appear. Represented by:

Residential Lease? Y N

DISPOSITION

Judgment for plaintiff: _____ (Name) _____

Judgment for defendant: _____ (Name) _____

Judgment entered on (Date): _____ Notice of judgment given on (Date): _____

The amount of rent per month as established by the District Justice, is \$ _____

The total amount of the Security Deposit is \$ _____

	Total Amount Established by DJ	Less	Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ _____	– \$ _____	= \$ _____		
Physical Damages Leasehold Property	\$ _____	– \$ _____	= \$ _____		
Damages/Unjust Detention	\$ _____	– \$ _____	= \$ _____		
		Less Amt. Due Defendant from Cross Complaint	– \$ _____		
<input type="checkbox"/> Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____			Interest (if provided by lease) \$ _____		
<input type="checkbox"/> Defendants are jointly and severally liable.			Amount of Judgment \$ _____		<i>5,500.00</i>
<input type="checkbox"/> Possession granted.			Judgment Costs \$ _____		<i>121.25</i>
<input type="checkbox"/> Possession not granted.			Attorney Fees \$ _____		
<input type="checkbox"/> Grant Possession if money Judgment is not Satisfied by time of eviction.			Total Judgment \$ _____		

Order for Possession Requested

Order for Possession Issued

Order for Possession Reissued

Appeal Filed

Supersedeas Attached

Supersedeas Terminated

Dismissal without prejudice (Date): _____

Transferred to (Date): _____

Settled (Date): _____

Damages will be assessed on (Date): _____ (Time): _____

Levy is stayed for _____ days, or _____

Objection to Levy has been filed and a hearing will be held on (Date): _____ (Time): _____

Objection to levy denied; sale to be rescheduled

Judgment and cost satisfied (Date): _____ (By whom notified): _____

Continued to (Date): _____ (Time): _____

At the request of:

Plaintiff

Defendant

Notice of continuance given on (Date): _____

generally stayed.

FINAL DISPOSITION MADE BY:

(District Justice)

2001-899-C9

FILED

JUN 20 2001

ml 1:45/ was
William A. Shaw
Prothonotary

Filed BY
m. Ferraro
FDS

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Received by (Please Print Clearly)	B. Date of Delivery
1. Article Addressed to: <i>Penn Traffic Co. PO Box 4737 Syracuse, NY 13221-4737</i>		C. Signature X	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
2. Article Number (Copy from service label)		D. Is delivery address different from item 1? If YES, enter delivery address below: <i>Common Pleas No. 2001-899-C9</i>	
		D. Is delivery address different from item 1? If YES, enter delivery address below: <i>Common Pleas No. 2001-899-C9</i>	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Copy from service label) <i>7099 3220 0011 0196 \$975</i>			

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

SUNRISE PROPERTIES, INC.,
Plaintiff

vs.

MARJORIE FERRA, d/b/a
MAIN STREET VIDEO,
Defendant

CIVIL ACTION - AT LAW

No. 2001-899-CD

Type of pleading:

COMPLAINT

Filed on behalf of:

PLAINTIFF

Counsel of record for this
party:

Anthony S. Guido, Esq.
Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

FILED

JUN 29 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

SUNRISE PROPERTIES, INC.,	:	
Plaintiff	:	
vs.	:	No. 2001-899-CD
MARJORIE FERRA, d/b/a	:	
MAIN STREET VIDEO,	:	
Defendant	:	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

(814) 765-2641 Ext. 1303

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

SUNRISE PROPERTIES, INC., :
Plaintiff :
vs. : No. 2001-899-CD
MARJORIE FERRA, d/b/a :
MAIN STREET VIDEO, :
Defendant :
:

COMPLAINT

AND NOW, comes the Plaintiff, Sunrise Properties, Inc., by its attorneys, Hanak, Guido and Taladay, and hereby brings the within Complaint averring as follows:

1. Plaintiff is Sunrise Properties, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal office and place of business at 319 Washington Street, Johnstown, Cambria County, Pennsylvania.

2. Defendant is Marjorie Ferra, an individual whose last known address is 1394 Treasure Lake, DuBois, Clearfield County, Pennsylvania and who trades and does business as Main Street Video.

3. On May 3, 1985, Plaintiff and Defendant entered into a Lease Agreement concerning a business property located in the City of DuBois, Clearfield County, Pennsylvania. A copy of that Lease is attached hereto as Exhibit "A".

4. Defendant has continually occupied the leased premises from May, 1985 through March, 2001.

5. On or about January 1, 2000 the original terms of the Lease Agreement were modified by mutual consent of the parties to provide for monthly rental payments in the amount of \$1,000.00.

6. Beginning August, 2001, Defendant became delinquent in her monthly rental payments and has failed or refused to make the agreed upon rental payments.

7. By Notice to Quit dated March 15, 2001, and duly served as evidenced by the attached Constable's Certificate of Service on March 15, 2001, Defendant was given notice to vacate the premises on or before March 31, 2001. It is verily believed and therefore averred that Defendant did not vacate the premises until after April 1, 2001.

8. Defendant has failed to pay and is responsible to Plaintiff for unpaid rentals as follows:

November, 2000	\$ 500.00
December, 2000	\$1,000.00
January, 2001	\$1,000.00
February, 2001	\$1,000.00
March, 2001	\$1,000.00
April, 2001	<u>\$1,000.00</u>
Total	\$5,500.00

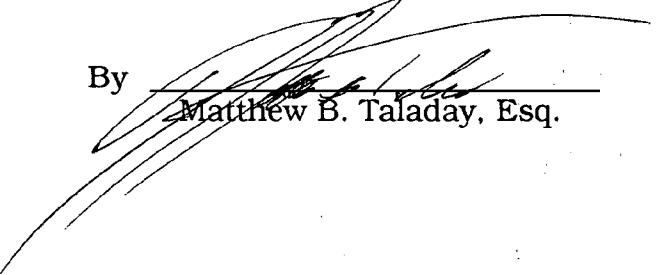
9. Despite repeated requests, Defendant has failed and refused to pay rentals due and owing to Plaintiff.

10. In accordance with Article 37 of the Lease Agreement, Plaintiff further seeks reimbursement for legal costs, court costs, attorney's fees and expenses incurred in the course of this lawsuit.

WHEREFORE, Plaintiff demands judgment in the amount of \$5,500.00 plus court costs, expenses and reasonable attorney's fees as the Court may allow.

HANAK, GUIDO AND TALADAY

By


Matthew B. Taladay, Esq.

VERIFICATION

I, David R. Norcross, being the
Assistant Secretary of Sunrise Properties, Inc., do
hereby verify that I have read the foregoing Complaint. The
statements therein are correct to the best of my personal knowledge
or information and belief.

This statement and verification are made subject to the
penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to
authorities, which provides that if I make knowingly false averments
I may be subject to criminal penalties.

Date: June 26, 2001



LEASE

THIS LEASE, made on the 3rd day of May, 1985, by and between SUNRISE PROPERTIES, INC, a business corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal office and place of business at 319 Washington Street in the City of Johnstown, Cambria County, Pennsylvania, 15901, party of the first part, hereinafter referred to as Lessor;

A
N
D

MARJORIE FERRA, of Box 127, R.D. 1, Punxsutawney, Pa.

WITNESSETH:

WHEREAS, the Lessor is the owner of certain lands and improvements situate in DuBois, Clearfield County, Pennsylvania known as the Main Street Mall, hereinafter referred to as Mall; and

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the above recitals which are incorporated herein by reference, and the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1

The Lessor hereby leases to the Lessee and Lessee hereby rents from Lessor the following described premises, herein called "demised premises" which is situate in the City of DuBois, County of Clearfield, State of Pennsylvania: A storeroom having an approximate size of 1,000 (one thousand) square feet. The location of the demised premises will be as outlined in red on plot plan attached hereto as Exhibit "A".

EXHIBIT "A"

ARTICLE 2
TERM OF LEASE

The lease term shall commence on April 1, 1985 and shall expire on March 31, 1986. Provided Lessee has been current with respect to all payments due under this Lease or any extension thereof and is not or has not been in default of any of its terms or conditions, Lessee shall be granted the right to automatically extend this Lease for two (2) consecutive additional terms of one (1) year each after the completion of the original term upon the same terms and conditions as herein contained, excepting for the rent as stated in Article 3 herein; provided, however, that Lessee shall have the right and privilege of cancelling this Lease at the end of the original term or at the end of any extended period upon Lessee giving to Lessor at least sixty (60) days notice in writing of such cancellation prior thereto and thereupon any succeeding extension or extensions as the case may be, shall be inoperative and of no force and effect.

ARTICLE 3
RENTAL

The Lessee agrees to pay as fixed rental for the demised premises, commencing on the commencement date or the day Lessee opens for business, whichever is earlier, the following:

- (a) During the first year of said lease term, \$8.50 per square foot, or \$8,500.00 per year.
- (b) During the first and second one (1) year option period, rent not to exceed \$.50 per square foot increase per year.

The yearly rental above specified shall be payable in equal monthly installments on the first day of each and every month during the Lease term, in advance, payable at Route 255 & Shaffer Road, DuBois, Pennsylvania, 15801, Attention: Real Estate Dept., or to such other address as Lessor may designate by giving notice to Lessee. If the term of this Lease shall commence or end on a day other than the first day of the month, Lessee shall pay rental equal to 1/30th of the monthly rental multiplied by the number of rental days of such fractional month.

ARTICLE 4
CONSTRUCTION

The Lessee agrees to accept the demised premises in "as is" condition. Any alterations and improvements to be done to the demised premises shall be done by Lessee, with Lessor's approval first received:

(a) All electrical work required for the demised premises. Prior to Lessee commencing any electrical work, Lessee is to supply the name of his contractor and two sets of electrical plans and specifications to Lessor for his approval. Lessor reserves the right to inspect the work while underway and upon its completion and demand any changes he deems necessary which shall be done at Lessee's expense. Lessee to be responsible for:

(b) All doors, windows, and interior partition walls.

(c) All interior and exterior decorating and painting. Plans for the exterior decorating is to be approved by Lessor prior to the commencement of any such work.

(d) All floor covering.

(e) All signs.

(f) Any other equipment, fixtures, and leasehold improvements or other costs involved in getting the Lessee's demised premises ready for business.

(g) All repairs and maintenance of the demised premises to include all walls, ceiling, plumbing, electrical, floors, doors, windows, signs, fixtures, equipment, leasehold improvements and the like.

ARTICLE 5
REAL ESTATE TAXES

Lessor agrees to pay for all real estate taxes, public charges and assessments, including any extraordinary and/or special assessments, and all costs and fees incurred by the Lessor in contesting the same and/or negotiating with the public authorities as to the same (assessed or imposed upon the land, buildings and all other improvements of that portion of the Mall from time to time owned by the Lessor), which said taxes, charges and assessments (without limiting the foregoing) shall include all school, sewer and other taxes or charges, and said costs and fees hereinafter collectively called "real estate taxes".

Should the taxing authorities include in such real estate taxes the value of any improvements made by Lessee or include machinery, equipment, fixtures, inventory or other personal property or assets of Lessee, then Lessee shall pay the entire real estate tax for such items. Lessee shall pay, before any fine, penalty, interest

or costs may be added thereto for the nonpayment thereof, any governmental tax, business use or occupancy tax, or charge (other than income taxes) levied, assessed or imposed, by any governmental authority acting under any present or future law on account of or upon the receipt by Lessor of rents herein reserved. Lessee shall also pay any license taxes or the like imposed by any city, town, county or state governing body.

ARTICLE 6 UTILITIES

1. Lessor agrees to pay for all available utility services rendered or furnished to the demised premises, including heat, metered and standby water, gas, electricity, sprinkler, A.D.T., sewer charges, and the like, together with all connection and service charges and all taxes levied or other charges on such utilities. In no event shall Lessor be liable for the quality, quantity, failure or interruption of such service to the storeroom.

2. Lessor may, with notice to Lessee, or without notice in the case of an emergency, cut off and discontinue gas, water, electricity and any or all other utilities whenever such discontinuance is necessary in order to make repairs or alterations or where the Lessee has failed to make prompt payment for any utility due, should Lessee ever be responsible for the payment of such utility, after a fifteen (15) day written notice is given to Lessee by Lessor. No such action by Lessor shall be construed as an eviction or disturbance of possession or as an election by Lessor to terminate this Lease, nor shall Lessor be in any way responsible or liable for such action.

ARTICLE 7 SIGNS AND TRADE FIXTURES

1. Lessee may, at its own risk, lawfully erect signs (or a reasonable substitute), concerning the business to be conducted in the demised premises, on the interior mall front of the demised premises, as approved by Lessor, and agrees to maintain said signs in a good state of repair and save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. Lessee is to submit to Lessor for Lessor's approval the plans and design for the proposed interior mall front sign prior to its erection. Said sign may not be erected until Lessor's written approval is received by Lessee, which shall not be unreasonably withheld. Upon vacating the storeroom, the Lessee agrees to remove all signs and repair all damage caused by such removal. Lessee covenants that no flashing, illuminated, or paper signs will

be used anywhere in or on the storeroom and all signing is subject to Lessor's prior written approval.

2. Lessee further covenants and agrees to pay promptly when due all taxes, including real estate taxes assessed against Lessee's fixtures, furnishings, equipment and stock-in-trade placed in or on the storeroom. Any such taxes paid by Lessor shall be due and payable, as additional rent, within ten (10) days after billings therefor are rendered to Lessee.

For the purpose of this Article, Lessee's fixtures shall be deemed to include all trade fixtures which Lessee may, as heretofore provided, have the right of removing at the expiration of the term of this Lease.

ARTICLE 8
USE OF PREMISES

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1. The demised premises shall be occupied and used solely for the purpose of renting, ^{AND/OR SELLING} video tapes, video machines and accessories.

2. Lessee covenant and agrees that the demised premises shall not be abandoned or left vacant and shall be used and occupied as follows:

(a) To keep the demised premises continuously and uninterruptedly open for business at lease from 10:00 a.m. to 9:00 p.m. of each business day, except Sunday when hours may be shortened, and to keep same, including display or show windows and the canopy thereof, fully illuminated from dusk to 9:00 p.m. unless prevented from doing so by strikes, fire, casualty or other causes beyond Lessee's control. Any violation of this section shall give Lessor the right to charge Lessee \$25.00, as additional rent, for each violation of the conditions herein set forth in this section.

(b) To display no merchandise outside the demised premises nor in any way obstruct the sidewalks adjacent thereto and shall not burn or place garbage, rubbish, trash, merchandise containers or other incidentals to the business outside the demised premises. In the event Lessee places rubbish and refuse outside the demised premises, Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor upon demand.

(c) To load or unload all merchandise, supplies, fixtures, equipment and furniture and to cause the collection of rubbish only through doors as may be designated from time to time by Lessor.

(d) To keep the demised premises in a careful, safe and proper manner; to keep the outside areas adjoining the demised premises clean and free of Lessee's debris and refuse.

(e) To prevent the demised premises from being used in any way which will injure the reputation of the same or of the building of which it is a part or may be a nuisance, annoyance, inconvenience or damage to the other tenants of such building or of the neighborhood, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument or radio or television or the use of a microphone, loud speaker, electrical equipment or other equipment outside of the demised premises.

(f) To abide by all reasonable rules and regulations established by Lessor, from time to time, with respect to the common areas, facilities, improvements and sidewalks.

3. Upon the commencement of the term of this Lease, Lessee shall proceed with due dispatch and diligence to open for business on the demised premises and shall thereafter continuously, actively and diligently operate his said business on the whole of the demised premises, in accordance with the terms stated herein, in a high grade and reputable manner maintaining in the demised premises a full staff of employees and a full and complete stock of merchandise during business hours throughout the term of this Lease unless prevented from so doing by fire, strikes, or other contingencies beyond the control of Lessee.

4. Lessee covenants and agrees not to use or occupy or suffer or permit the demised premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of such insurance for the type and location of the building of which the demised premises are a part. Lessee will, on demand, reimburse Lessor for all extra premiums caused by Lessee's use of the demised premises, whether or not Lessor has consented to such use. If Lessee shall install any electrical equipment that overloads the lines in the demised premises, the Lessee shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction thereover.

5. According to the Lessee's plumbing/sewage needs, but under direct supervision and approval of the Lessor or the authorized representative of the Lessor, all plumbing/sewage, except the toilet facilities, will require proper filtration of all lines prior to their discharge into the Lessor's line. Filtration may include, but not be limited to, grease-traps, oil-splitters, acid neutralizers. All filtration units must be inspected, properly cleaned and properly maintained weekly by Lessee at Lessee's expense. However, Lessee's routine business practices may require daily cleaning and maintenance. At no time will the use of garbage disposals or grinders be permitted within the demised

premises. All plumbing/sewage systems within the demised premises are subject to Lessor's or Lessor's delegated agent's inspection as deemed necessary by Lessor or Lessor's agents. In the event Lessee is negligent in the proper inspection, cleaning and maintenance of the plumbing/sewage system within the demised premises, Lessor will undertake the necessary action for proper plumbing/sewage system functioning at Lessee's expense, plus 25% overhead for such action.

6. All trash, refuse, waste materials and impurities shall be stored within the demised premises and removal of such shall be daily from the demised premises at Lessee's expense. Until such removal, these shall be stored: (a) in adequate containers therefor, which such containers shall be located as Lessor may from time to time designate so as not to be visible to the general public shopping on the Mall site, and (b) so as not to constitute any health, safety, fire or nuisance hazard to any occupant(s). All wet garbage must be secured in a heavy-duty trash bag. Lessee's with fats, greases and oils must make special arrangements for their disposals. In the event Lessee has not performed such removal, Lessor may remove same and Lessee shall pay to Lessor the cost, plus 25% overhead, for such removal. Lessor may, if Lessor deems so in the best interest of the Mall, install trash compactors on the property for use by the Lessee. Lessee shall be required to use these compactors in a manner and fashion prescribed by the Lessor. Assessments for this service shall be based on a pro-rata formula; special assessments will be levied on Lessee requiring disposal of wet garbage, fats, greases and oils. No burning of trash, refuse, waste, impurities shall be authorized. In no event shall Lessee place or store trash, waste, refuse or impurities within common facilities and common areas of the Mall or in the trash containers in said common areas.

Lessee agrees that on a daily basis his employees will periodically police and clean the mall area in front of and contiguous and adjacent to the demised premises to remove therefrom any and all debris or discarded items of its product. All actions and activities of tenant in this regard will be subject to review and approval by Lessor, ~~including any and all signs to be used in or on the demised premises~~. Lessor may request additional maintenance of Lessee's demised premises, and the aforementioned areas in front of and contiguous and adjacent to the demised premises, and in the event Lessor does so request in writing Lessee shall be obligated to provide the additional control, maintenance and supervision.

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ARTICLE 9
ALTERATIONS

Lessee covenants and agrees not to make or permit to be made any alterations, improvements and additions to the demised premises or any part thereof except by and with the written consent of Lessor first had. All alterations, improvements and additions to the demised premises shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or other expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if prior to the termination of said Lease, or within fifteen (15) days thereafter Lessor so directs by written notice to Lessee, who then shall promptly remove the additions, improvements, fixtures and installations which were placed in the demised premises by Lessee and which are designated in said notice and repair any damage occasioned by such removal and in default thereof Lessor may effect said removals and repairs at Lessee's expense. In the event of making such alterations, improvements and additions as herein provided Lessee further agrees to indemnify and save harmless the Lessor from all expense, liens, claims or damages to either persons or property arising out of, or resulting from the undertaking or making of said alterations, additions and improvements.

ARTICLE 10
MAINTENANCE OF DEMISED PREMISES

1. Lessor covenants and agrees to keep and maintain the roof and other exterior portions of the entire mall structure as well as the heating and air conditioning system except for reasonable wear and tear and any damage thereof caused by act of negligence of Lessee, their employees, agents, invitees, licensees, or contractors in which event such damage shall be promptly repaired at the sole cost and expense of Lessee. Other than as herein provided Lessor shall not be responsible to make any other improvements or repairs of any kind, in or upon the demised premises.

2. Lessee covenants and agrees to keep and maintain in good order, condition and repair the demised premises and every part thereof, except as hereinbefore provided, including but without limitation the exterior and interior portions of all doors, door checks, windows, plate glass, all plumbing, and sewage facilities within the demised premises including free flow up to the main sewer line, fixtures, heating and air-conditioning (if installed by Lessee), electrical equipment including the ventilation fan, and interior walls, floors and ceilings, including compliance with applicable building codes relative to

fire extinguishers and fire exits. If Lessee refuses or neglects to commence or complete repairs promptly and adequately Lessor may, but shall not be required to do so, make or complete said repairs and Lessee shall pay the cost thereof to Lessor upon demand.

ARTICLE 11
MAINTENANCE AND CONTROL OF COMMON AREAS

1. Lessor covenants and agrees that during the term of this Lease or renewal or extension thereof to provide parking areas, malls, approaches, exits, entrances and roadways, herein referred to as "Common Areas" and to have maintained same in good repair, reasonably clear of snow and debris and lighted and open from dusk to approximately 9:00 p.m. on each business day with the exception of Sundays and holidays. Lessor shall keep and maintain the mall area in good order, condition and repair and keep any enclosed mall areas adequately lighted, heated and air-conditioned until 9:00 p.m. on each business day with the exception of Sundays and holidays.

2. Common Areas shall be subject to the rules and regulations as the Lessor may, from time to time adopt, and Lessor reserves the right to make changes, alterations or improvements in and to such Common Areas, provided, that there shall be no unreasonable obstruction to Lessee's right of access to the demised premises.

3. Lessee covenants and agrees to cause it and its employees to park only in such places as provided and designated by Lessor for employee parking. Lessee shall furnish Lessor with state license numbers of any motor vehicles of Lessee or its employees which will be parked on the parking areas of the Common Area within five (5) days after Lessee opens for business and thereafter notify Lessor of any changes within (5) five days after such change occurs. Any violation of this section shall give Lessor the option to have either the respective motor vehicle involved towed from said parking areas at Lessee's expense or charge Lessee twenty-five dollars (\$25.00) per day for each motor vehicle involved.

4. Lessee shall pay all costs and expenses of every kind and nature for security if and to the extent same is provided for the Common Areas and the demised premises.

ARTICLE 12
GOVERNING LAW

This Lease shall be governed by and construed in accordance with the applicable laws of the state where the demised premises are located.

ARTICLE 13
DESTRUCTION BY FIRE OR CASUALTY

1. If the demised premises shall be totally or partially destroyed by fire or other casualty during the term of this Lease, then Lessor shall have the option to rebuild or of terminating this Lease.

2. In the event of total destruction of the demised premises as above mentioned, Lessee's rent shall completely abate from the date of such destruction until possession of the rebuilt premises is delivered to Lessee, but in the event of a partial destruction or damage whereby Lessee shall be deprived of the occupancy of only a portion of said premises, then minimum rent shall be equitably apportioned according to the area of the demised premises which is unusable by Lessee until such time as the demised premises shall be repaired or restored.

ARTICLE 14
LESSEE'S PROPERTY IN DEMISED PREMISES

1. All leasehold improvements and other construction to be done by the Lessee as set forth hereto, shall when installed attach to the freehold and become and remain the property of the Lessor. All store fixtures or trade fixtures, signs, and inventory shall remain the property of the Lessee, unless leased from Lessor, subject at all times to the Lessor's lien for rent and other sums which may become due to the Lessor under this Lease.

2. All Lessee's personal property of every kind or description which may at any time be in the demised premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

ARTICLE 15
ACCESS TO THE STOREROOM

1. Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the demised premises at any reasonable time and to permit Lessor to make such repairs, decorations, alterations, improvements or additions in the demised premises or to the building of which the demised premises are a part, that Lessor may deem desirable or necessary for its preservation or which Lessee has not covenanted herein to do or have failed so to do, without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no way abate while such decorations, repairs,

alterations, improvements or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

2. Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period Lessor may place signs in, or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE 16
SURRENDER OF DEMISED PREMISES

1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted. Acceptance of delivery of the demised premises or opening same for business shall be deemed conclusive evidence that the demised premises was in good order and condition at the commencement of the term of this Lease.

2. Lessee shall at Lessee's expense remove all property of Lessee and all alterations, additions and improvements as to which Lessor shall have made the election hereinbefore provided, however Lessee repairs all damage to demised premises caused by such removal and restores the demised premises to the condition in which it was prior to the installation of the articles so removed. Any property not so removed and as to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 17
INDEMNITY AND INSURANCE BY LESSEES

1. Lessee covenants and agrees that Lessee will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from all claims, 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, and will protect, indemnify, save and keep harmless the Lessor against and from any and all claims and against and from 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.

2. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries and property damage to persons and property occurring in, upon or about the demised premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the demised premises during the term of this Lease, such insurance at all times to be in an amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for injury to any one person, and not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries per occurrence, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the state in which the demised premises are located and there shall be delivered to the Lessor customary insurance certificates evidencing such paid-up insurance. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand.

3. Lessee agrees that Lessee will not keep, use, sell or offer for sale in or upon the demised premises any article which may be prohibited by the standard form of fire insurance policy. Lessee agrees to pay any increases in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Lessor on the demised premises or the building of which they are a part, resulting from the type of merchandise sold by Lessee in the demised premises, whether or not the Lessor has consented to the same.

4. Fire extinguishers are to be provided and maintained as required by the Rating Bureau by Lessee.

ARTICLE 18 TENANT'S BUSINESS ASSOCIATION

Lessee covenants and agrees to join, and during his tenancy maintain, membership in any tenants' business association sponsored for the Mall and to pay its proportionate share of the cost of the activities conducted by such association. Said costs shall be determined by said association and shall be paid within the time stated by the association. Lessee also agrees to cooperate fully with the Lessor and other tenants of the Mall in

promoting the use of trade names and slogans as may be adopted for the Mall, and in all promotional and advertising campaigns.

ARTICLE 19
LESSOR'S LIEN

In the event Lessee becomes in default of this Lease, the Lessor may hold all of Lessee's merchandise, trade fixtures and other personal property in the demised premises as security for the payment of rents due and thereafter becoming due during the residue of the term of this Lease. Lessor may remove such property from the demised premises and store it in a public warehouse or elsewhere at Lessee's expense.

ARTICLE 19
ASSIGNMENT AND SUBLetting

1. Lessee covenants and agrees not to assign this Lease or sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor, references elsewhere herein to assignees notwithstanding. In the event that the Lessee requests permission to either assign this Lease, or to sublet the whole or any part of the demised premises, or this Lease is deemed to be assigned pursuant to sections of this Article then Lessor may elect to do one of the following: (a) consent; (b) withhold consent in its sole and absolute discretion; (c) terminate this Lease within thirty (30) days after receipt of Lessee's request to assign or sublet, in which event this Lease shall terminate and end upon thirty (30) days written notice of Lessor's election to so terminate.

Any such assignment or subletting even with the consent of Lessor, 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. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the demised premises.

2. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Lessor first having been obtained.

ARTICLE 21
EMINENT DOMAIN

1. In the event the demised premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by

any competent authority in appropriation proceedings or by any right of eminent domain the entire compensation award therefor both leasehold and reversion shall belong to the Lessor without any deduction therefrom for any present or future estate of Lessee and Lessee hereby assigns to Lessor the Lessee's right, title and interest to any such award. Lessee shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for fixtures and other equipment installed by them but only if such award shall be in addition to the award for the land and the building (or portion thereof) containing the demised premises.

2. If the entire demised premises shall be taken as aforesaid, then this Lease shall terminate and shall become null and void from the time possession thereof is required for public use and from that date, the parties hereto shall be released from further obligation hereunder but in the event a portion only of the demised premises itself shall be so taken or condemned then Lessor, at its own expense, shall repair and restore the portion not affected by the taking and thereafter, the minimum rental to be paid by Lessee shall be equitably and proportionately adjusted.

ARTICLE 22 DEFAULT BY LESSEE

All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law. Lessee covenants and agrees that if:

1. Lessee shall fail, neglect or refuse to pay any installment of fixed minimum rent or percentage rent at the time and in the amount as herein provided, or to pay any other monies agreed by them 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; or

2. Lessee shall abandon or vacate the demised premises or fail to keep the demised premises continuously and uninterrupted open for business each business day as set forth in Article 8 herein or shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained and covenanted and agreed to be kept and performed by them, and in the event any such default shall continue for a period of more than fifteen (15) days after notice thereof 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 they have commenced to comply with said notice within the period set forth in the notice or have taken proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration or other interference with said demised premises by reason of non-compliance with the requirements of any law or ordinance or with the rules, regulations, or directions of any governmental authority as the case may be;

then the Lessee does hereby authorize and fully empower said Lessor or Lessor's agent to cancel or annul this Lease at once and to re-enter and take possession of the demised premises immediately, and by force if necessary, without any previous notice of intention to re-enter and remove all persons and their property therefrom, and to use such force and assists in effecting and perfecting such removal of said Lessee as may be necessary and advisable to recover at once first and exclusive possession of all the demised premises whether in possession of said Lessee or of third persons or otherwise, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by Lessor, in which event this Lease shall terminate and Lessee shall indemnify the Lessor against all unavoidable loss of rent which Lessor may incur by reason of such termination during the residue of the term herein specified, including the loss of Percentage Rental, if any.

The Lessor may, however, at its option, at any time after such default or violation of condition or covenant, re-enter and take possession of the demised premises 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 periods of time and at such rentals and for such use and upon such covenants and conditions as Lessor may elect, applying the net rentals from such letting first to the payment of Lessor's expenses incurred in dispossessing Lessee and the cost and expense of making such improvements in the storeroom as may be necessary in order to enable Lessor to re-let the same, and to the payment of any brokerage commissions or other necessary expenses of Lessor in connection with such re-letting. 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 the recovery of any deficits remaining unpaid as Lessor may deem favorable from time to time, without being obligated to await the end of the term hereof for the final determination of Lessee's account. Any balance remaining however, after full payment

and liquidation of Lessor's account as aforesaid shall be paid to Lessee with the right reserved to Lessor at any time to give notice in writing to Lessee of Lessor's election to cancel and terminate this Lease and upon giving of such notice and the simultaneous payments by Lessor to Lessee of any credit balance in Lessee's favor that may at the time be owing to Lessee shall constitute a final and effective cancellation and termination of this Lease and the obligations hereunder on the part of either party to the other.

Lessor may, at its option, while such default or violation of covenant or condition continues, and after fifteen (15) days' notice of its intention so to do, declare all the minimum rent reserved for the full term of this Lease remaining unpaid due and payable at once; and Lessee do hereby empower any Attorney of any Court of Record in the Commonwealth of Pennsylvania, or elsewhere, to appear for them and waive the issuance and service of process and confess a judgment against them for the whole or any part of said rent and thereafter to release all errors and warrant all rights of appeal and stay of execution. The initial exercise or use of this warrant of attorney shall not exhaust the same, but the same may be used and exercised without limitation as often as necessary as the use of the same may arise. The exercise or use of this warrant of attorney shall not prevent Lessor from subsequently terminating this Lease, by giving notice to Lessee of its election so to do and upon its tender to Lessee of a sum equal to the amount, if any, paid by the Lessee for rents accruing after the date of such termination.

ARTICLE 23 BANKRUPTCY OR INVOLVENCY

If at any time prior to the date herein fixed as the commencement of the term of this Lease or at any time thereafter 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 reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors or if there is 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 or the demised premises is taken or occupied or attempted to be taken or occupied by someone other than the Lessee, then this Lease shall, at the Lessor's option, be cancelled and terminated and in which event, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of an order of any court shall be entitled to possession of the demised premises.

ARTICLE 24
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 a 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 under any covenant or condition hereof, be construed as a waiver of such default or of 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 itself 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.

ARTICLE 25
DEFAULT BY LESSOR

Lessor shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after notice to Lessor by Lessee properly specifying wherein Lessor has failed to perform any such obligation.

Provided, however, that if the holder of record of the first mortgage covering the storeroom shall have given prior written notice to Lessee that it is the holder of said first mortgage and that such notice includes the address at which notices to such mortgagee are to be sent, then Lessee agrees to give to the holder of record of such first mortgage notice simultaneously with any notice given to Lessor to correct any default of Lessor as hereinabove provided and agree that the holder of record of such first mortgage shall have the right, within sixty (60) days after receipt of such notice, to correct or remedy such default before Lessee may take any action under this Lease by reason of such default.

ARTICLE 26
ESTOPPEL CERTIFICATE BY LESSEE

Lessee agrees at any time within ten (10) days of Lessor's written request, to execute, acknowledge and deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of the fee of the demised premises.

ARTICLE 27
TERM "LESSOR"

The term "Lessor" as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner (or Lessee of the ground or underlying lease of which this Lease is a sublease), if such condition exists, for the time being of the Mall, or the ground or underlying lease, be sold or transferred, the seller (or assignor of the ground or underlying lease which this Lease is a sublease) shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale (or the sublessee or assignee of the ground or underlying lease as aforesaid) has assumed and agreed to carry out all covenants and obligations of Lessor hereunder, it being intended hereby that the covenants and obligations contained in this Lease to be performed on the part of Lessor shall be binding upon Lessor, its successors and assigns, only during their respective successive periods of ownership.

ARTICLE 28
HOLDING OVER

If Lessee shall remain in possession of all or any part of the storeroom after the expiration of the term of this Lease or any renewal thereof, then Lessee shall be deemed Lessee of the demised premises from month-to-month at the same rental and subject to all of the terms and provisions hereof, except only as to the term of this Lease; provided, however, that if the rent during the term of this Lease is at varying annual rates, the rent payable during such period as Lessee shall be at the highest annual rate or minimum rent, percentage rent, if any, and additional rent heretofore paid during the term or renewal or extensions thereof of this Lease.

ARTICLE 29
QUIET ENJOYMENT

Lessor covenants and agrees that if Lessee pays the fixed minimum and percentage rental, if any, and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on the Lessee's part, Lessee shall, at all times during said term, have the peaceable and quiet enjoyment and possession of the demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor, except as to such portion of the demised premises as shall be taken under the power of eminent domain.

ARTICLE 30
TITLES OF ARTICLES

The titles 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 provisions of this instrument.

ARTICLE 31
NOTICES

Any notice which Lessor or Lessee may desire, or be required, to give to the other party shall be in writing and shall be sent to the other party by registered or certified mail to the address specified on Page 2, Article 3 for Lessor and on Page 1 for Lessee, or to such other address as either party shall have designated to the other, and the time of the rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

ARTICLE 32
DEFINITION OF TERMS

1. "Lease Year", as used herein, shall mean each twelve month period beginning with the first day of the term of this Lease, and each yearly anniversary thereof, provided the commencement of the term of this Lease is on the first day of the month. If the term of this Lease commences on any day other than the first day of the month, then "lease year" shall begin on the first day of the month following the end of the month during which the term of this Lease commences. Any period prior to the "first lease year" or any period subsequent to the "last lease year" within the term of this Lease shall be adjusted with respect to percentage rent, if any, or any other matters provided in this Lease in which the lease year is a factor.

2. For the purpose of this Lease "floor area" shall be deemed to mean the actual number of square feet of floor space within the exterior faces of the exterior walls (except party walls and walls between space occupied by two or more separate occupants, in either of which cases the center of the wall in question shall be used instead of the exterior face thereof) of all floor, basements and mezzanines of the demised premises without deduction or exclusion for any space occupied by or used by columns, stairs or other interior construction or equipment.

3. As used in this indenture of Lease and when required by the context, each number (singular or plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation, firm or association".

ARTICLE 33 INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder 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 shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 34 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the Lessor and the Lessee. Each term and each provision of this Lease to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee but has reference only to those instances in which Lessor may have given written consent to a particular assignment. Any reference to any other tenants of the Shopping Center in this Lease shall apply to their replacements or assigns.

ARTICLE 35 RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Lessor and

Lessee it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease, nor any act or acts of the parties hereto, shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

ARTICLE 36
SUBORDINATION AGREEMENT

This Lease and all rights of Lessee hereunder are and shall remain subject and subordinate to all mortgages (including deeds of trust) which may now or hereafter affect the real property of which the demised premises form a part and to all renewals, modifications, consolidations, correlations, replacements and extensions thereof. The term "mortgages" as used in the foregoing sentence, shall be deemed to mean one or more mortgages made or assigned to one or more banks, trust companies, insurance companies, or similar first mortgage lending institutions organized under and regulated by the laws of any state or of the United States of America and, if more than one mortgage, all of such mortgages shall be consolidated or correlated in a single instrument setting forth the manner of payment of the total indebtedness secured thereby, it being intended that such mortgage or mortgages, as so consolidated or correlated, shall be of the character commonly known as a "first mortgage". The Lessee agrees to execute any document which may be required by the Mortgagee to confirm the subordination of this Lease as set forth above.

ARTICLE 37
LEGAL COSTS

In the event of any suit, action or proceeding at law or in equity, by either of the parties hereto against the other by reason of any matter or thing arising out of this Lease, the prevailing party shall recover not only its legal costs but a reasonable attorney's fee (to be fixed by the Court) for the maintenance or defense of said action or suit, as the case may be.

ARTICLE 38
NO RESERVATION OF THE PREMISES

Neither negotiation of the terms of this Lease proposal nor submission thereof for examination or signature by Lessee shall constitute a reservation of the premises or space, or an option for lease, or an agreement to enter into a lease, and this instrument shall not be effective as a lease or otherwise until executed and delivered by both Lessor and Lessee.

ARTICLE 39
NO RECORDING OF LEASE

The parties agree that this Lease shall not be recorded and should Lessee request of Lessor a memorandum of lease be recorded, such memorandum shall be prepared and recorded at the sole cost and expense of Lessee, including specifically any and all recording taxes.

ARTICLE 40
COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman or officer of Lessor hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

IN TESTIMONY WHEREOF, the Lessor and Lessee have caused this Lease to be signed upon the day and year first above written.

WITNESS:

Eleanor R. Russell

SUNRISE PROPERTIES, INC.

By

John R. Stewart

WITNESS:

Colin Ferra

By
Marjorie Ferra

Marjorie Ferra

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF Cambria

Personally appeared before the undersigned, a Notary Public in and for said County and State, John F. Stewart, known to me to be the President of SUNRISE PROPERTIES, INC., and who acknowledged that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Eleanore R. Kennell
Notary Public

My Commission expires _____

ELEANORE R. KENNEL, Notary Public
Johnstown, Cambria County, Pa.
My Commission Expires November 25, 1984

COMMONWEALTH OF PENNSYLVANIA:

ss.

COUNTY OF Clearfield

Personally appeared before the undersigned, a Notary Public in and for said County and State, Marjorie Ferra, known to be (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Wendy B. Way
Notary Public

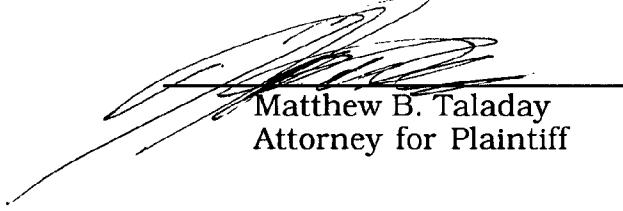
My Commission expires _____

WENDY B. WAY, NOTARY PUBLIC
DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES NOV 23, 1987
Member, Pennsylvania Association of Notaries

CERTIFICATE OF SERVICE

I certify that on the 28th day of June, 2001 a true and correct copy of the attached COMPLAINT was sent via first class mail, postage prepaid, to the following:

Marjorie Ferra
Plaintiff
1394 Treasure Lake
DuBois, PA 15801



Matthew B. Taladay
Attorney for Plaintiff

FILED

JUN 29 2001
10:32 AM
William A. Shaw
Prothonotary
KFB

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

SUNRISE PROPERTIES, INC.,
Plaintiff

vs.

MARJORIE FERRA, d/b/a
MAIN STREET VIDEO,
Defendant

CIVIL ACTION - AT LAW

No. 2001-899-CD

Type of pleading:

PRAECIPE FOR
DISCONTINUANCE

Filed on behalf of:

PLAINTIFF

Counsel of record for this
party:

Anthony S. Guido, Esq.
Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

FILED

JUL 26 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

SUNRISE PROPERTIES, INC.,
Plaintiff

vs.

No. 2001-899-CD

MARJORIE FERRA, d/b/a
MAIN STREET VIDEO,
Defendant

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Kindly mark the above matter settled and discontinued.

HANAK, GUIDO AND TALADAY

By

Matthew B. Taladay, Esq.

FILED

JUL 26 2001
M 11471 NOCC
William A. Shaw
Prothonotary

Cent. Doc to

5223

Attn: ~~Attn:~~

Copy CA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Sunrise Properties Inc.

Vs. No. 2001-00899-CD
Marjorie Ferra
Main Street Video

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 26, 2001 marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by Anthony S. Guido, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of July A.D. 2001.



William A. Shaw, Prothonotary