

04-1695-CD
CEDAR DUBOIS, LLC VS. CHARLES W. ADAMS, JR. et al.

Cedar DuBois vs Charles Adams et al
2004-1695-CD

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

CEDAR DUBOIS, LLC,

PLAINTIFF,

v. No. 04-1695-CD

CHARLES W. ADAMS, JR., and
CELIA J. ADAMS,

DEFENDANTS

Type of Pleading:

CIVIL COMPLAINT

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED

OCT 27 2004

o 11:50 AM

William A. Shaw
Prothonotary/Clerk of Courts

4 CENTS TO AMY

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

CEDAR SHOPPING CENTERS, INC.,)
)
 PLAINTIFF,) No. 04-_____ -CD
)
 v.)
)
 CHARLES W. ADAMS, JR., and)
 CELIA J. ADAMS,)
)
 DEFENDANT.)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM 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 DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

CIVIL COMPLAINT

NOW COMES the Plaintiff, Cedar DuBois, LLC, by and through its counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of its CIVIL COMPLAINT:

The Parties

1. Plaintiff is Cedar DuBois, LLC, a duly formed and existing limited liability company formed under the laws of the State of Delaware, with principal place of business located at 44 South Bayles Avenue, Port Washington, New York 11050.
 2. First defendant is Charles W. Adams, Jr., an adult individual, who upon information and belief, does, and at all material times, did reside at 597 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
 3. Second defendant is Celia J. Adams, an adult individual, who upon information and belief, does, and at all material times, did reside at 597 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
 4. That upon information and belief, defendants are husband and wife residing as such at the aforementioned address.

Background

5. That, on or about June 16, 2003, defendants entered into a lease agreement with Plaintiff's predecessor in interest, DuBois Realty Partners, L.P., concerning approximately 1,200 square feet of commercial property located at 308 Commons Drive, DuBois, Clearfield County, Pennsylvania, being part of a plaza type facility. A true and correct copy of said lease is attached hereto as Exhibit "A".
6. That defendants were going to operate a furniture business, and did operate a business known as "Black Forest Furniture", at the leased premises.
7. That upon information and belief, defendants did operate the same as a partnership.
8. The initial term of the lease was a two (2) year term, set to expire on August 31, 2005.
9. The defendants, hereinafter sometimes referred to as "tenants", were to pay the landlord the sum of \$1,500 per month as base rent, as well as pay towards common maintenance, in an approximate amount of \$150 per month as well as pay their share of the real estate taxes, in the approximate amount of \$100 per month.
10. That Plaintiff is the duly qualified successor in interest to DuBois Realty Partners, L.P., having purchased the premises from DuBois Realty, L.P., and is its assignee as to the lease with defendants as previously detailed. The such assignment is proper pursuant to Article 18, clause (g) of said lease.

Count I: Breach of Contract

11. That the averments of paragraphs 1 - 10, inclusive, are hereby incorporated as if again fully set forth at length.
12. That Plaintiff has not received any rent, or other payments, from the defendants since July, 2004.
13. That pursuant to the terms of the lease, the Plaintiff notified defendants of their default by letter of August 20, 2004. A true and correct copy of said default notice is attached hereto as Exhibit "B".
14. That Plaintiff received a letter from Defendant Charles W. Adams, Jr., dated September 9, 2004, indicating that defendants were abandoning the premises. A true and correct copy of said letter is attached hereto as Exhibit "C".

15. That as per defendant's letter, in fact defendants have abandoned the premises by shutting off the utilities, removing their goods, attempting to return their keys to the premises and having their sign removed. Although defendants claimed to have returned their keys, as per Mr. Adams letter, in fact the envelope had been torn open by the time it was delivered and no keys were inside, therefore it is believed the keys were placed inside which caused the envelope to be torn open during the delivery process.
16. That pursuant to Article 13.02, clause (a), defendants are liable to plaintiff for all unpaid rent and other charges through the end of the lease term, which will include thirteen (13) payments of \$1,500 per month as rent, \$100 per month for real estate taxes, and \$150 per month for common maintenance contribution, for a total due and owing to plaintiff of \$26,250.
17. In addition to those charges outlined above, pursuant to Article 2.05 of the lease, defendants are liable for a late fee in the greater amount of \$50 per month or 4% of the rent, and additional sums due, which currently amounts to \$140 for August and September, but to be more fully determined at time of trial.
18. That pursuant to Article 13.02, clause (d), defendants are also liable for Plaintiff's reasonable attorney's fees in preparation for and litigation of this matter, in amount to be determined.

Miscellaneous

19. That defendants are jointly and severally liable.
20. That venue is proper.
21. That jurisdiction is proper.

WHEREFORE, Plaintiff requests JUDGMENT in its favor, and against defendant, jointly and severally, in an amount in excess of \$20,000 together with costs of suit, interest and reasonable attorney's fees.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

LEASE

BY AND BETWEEN

DUBOIS REALTY PARTNERS, L.P.
(Landlord)

AND

CHARLES W. ADAMS, JR. AND CELIA J. ADAMS

(Tenant)

Exhibit "A"

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Exhibits

- Exhibit A Shopping Center Site Plan and Outline of Demised Premises
- Exhibit B Legal Description of Shopping Center
- Exhibit C Landlord's Work
- Exhibit D Tenant's Work
- Exhibit E Signage Criteria
- Exhibit F Opening and Termination Date Declaration
- Exhibit G Delivery of Possession Date Certificate
- Exhibit H Subordination, Non-Disturbance and Attornment Agreement

LEASE AGREEMENT

JUNE, THIS LEASE AGREEMENT ("Lease") is made and entered into this 16th day of 2003 (the "Effective Date"), by and between DUBOIS REALTY PARTNERS, L.P., a Pennsylvania limited partnership ("Landlord"), and CHARLES W. ADAMS, JR. and CELIA J. ADAMS, individually ("Tenant").

ARTICLE 1 GRANT AND TERM

Section 1.01 Defined Terms: Each term or terms with an initial capital letter or letters used herein shall have the meaning ascribed to that term or terms in the text of this Lease. A list of each defined term and the section of this Lease in which such term is defined is set forth in Article 19 hereof.

Section 1.02 Demised Premises: Landlord hereby leases to Tenant for the term and upon the covenants hereinafter set forth approximately One Thousand Two Hundred (1,200) square feet of ground floor area designated as Room Number 308 (the "Demised Premises") in The Commons Shopping Center (the "Shopping Center"). The Demised Premises are outlined in red on the site plan of the Shopping Center attached hereto and made a part hereof as Exhibit "A". The Shopping Center is described on Exhibit "B" attached hereto and made a part hereof. Tenant acknowledges that the area designated on Exhibit "A" as the "Lowe's Parcel" is not owned by Landlord, but is instead owned by the certain entity operating under the trade name "Lowe's". Accordingly, the Lowe's Parcel shall not be deemed part of the Shopping Center. The exact square footage in the Demised Premises shall be determined by the Landlord's architect after the construction of the building in which the Demised Premises are located is completed. Such square footage shall be measured from the mid-line of interior walls and the exterior part of exterior walls, and shall include the totality of the area within such boundaries. The certificate of Landlord's architect as to square footage shall be binding upon both parties hereto. In the event the square footage as determined by Landlord's architect differs from the square footage set forth above, the Base Rent to be paid by the Tenant during the initial term may be adjusted after the exact square footage is determined for the initial term by multiplying the square footage by Fifteen and 00/100 Dollars (\$15.00). If this calculation produces a Base Rent that is greater or less than that set forth in Article II, the Base Rent as determined by this Article shall control.

Section 1.03

(a) **Term:** The initial term of this Lease shall be for Two (2) years, commencing at the expiration of a forty five (45) day period (the "Fixturing Period") after the Delivery of Possession Date (the "Commencement Date"), and expiring at midnight on the last day of the same month following the expiration of Two(2) full years after the Commencement Date unless sooner terminated in accordance with the provisions hereof (the "Expiration Date"); provided, however, if the Commencement Date is a day other than the first day of a calendar month the initial term shall be increased by the number of days remaining in such partial calendar month. As a condition precedent to Landlord's and Tenant's obligations under this Lease, if the Demised Premises are not substantially completed by Landlord on or before the expiration of two (2) years after the Effective Date, then either party may cancel and terminate this Lease upon sixty (60) days prior written notice

to the other, in which event neither party shall have any further obligations or liability to the other. If requested by Landlord, immediately following delivery of the Demised Premises to Tenant, or at any other time during the term hereof, Tenant shall execute an Opening and Termination Date Declaration in the form attached hereto as Exhibit "F", specifying the information called for in such form.

ARTICLE 2 RENT AND DEPOSIT

Section 2.01 - Base Rent:

(a) During the initial term of the Lease, the Tenant shall pay annual "Base Rent" for the Demised Premises of Eighteen Thousand and 00/100 Dollars (\$18,000.00) payable to Landlord, without demand, deduction, set-off or counterclaim, in equal installments, in advance, on the first day of each month, at the rate of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month. The first and the final monthly installments of Base Rent shall be paid upon the Effective Date. If the Commencement Date occurs on a day other than the first day of a month, the second installment of Base Rent shall be prorated on a daily basis on the basis of a thirty-day month.

Section 2.02 – Percentage Rent:

(a) ~~During and for each Lease Year, Tenant shall pay in addition to Base Rent, as Additional Rent, annual Percentage Rent ("Percentage Rent") equal to Five percent (5%) of the "Tenant's Gross Sales" in excess of Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) for each Lease Year (which sum is hereinafter called the "Sales Break Point"). "Tenant's Gross Sales" is defined to mean the total amount of dollar value of all sales of merchandise or services arising out of or payable on account of the business conducted in, on or from the Demised Premises by or on account of Tenant or any sublessee, assignee or concessionaire of Tenant for cash or credit, including all orders for merchandise taken or sold at or from the Demised Premises, but excluding proceeds from any sales tax, gross receipts tax or similar tax, by whatever name called, bona fide transfers of merchandise from the Demised Premises to any other stores or warehouses of Tenant, refunds from the Demised Premises to any other stores or warehouses of Tenant, refunds given to customers for merchandise returned or exchanged and sales of Tenant's fixtures and equipment not in the ordinary course of Tenant's business.~~

(b) ~~Tenant shall keep at the Demised Premises or at Tenant's executive offices a full and accurate set of books and records adequately showing the amount of Tenant's Gross Sales in each lease year. Such books shall be kept in accordance with generally accepted accounting principles and shall be retained by Tenant for a period of not less than three (3) years following the end of the Lease Year to which they have reference. Tenant shall furnish to Landlord, on a monthly basis, a copy of monthly sales, which separately shows financial data for the Demised Premises, and other data evidencing Tenant's Gross Sales. Within sixty (60) days after the close of each Lease Year, Tenant shall furnish to Landlord a statement certified by an officer of Tenant setting forth the amount of Tenant's Gross Sales during the preceding lease year, showing the amount of Percentage Rent required to be paid by Tenant for such Lease Year, if any, and enclosing Tenant's check in the amount of Percentage Rent required to be paid by Tenant for such Lease Year, if any. Landlord shall~~

have the right, at any time and from time to time, to inspect the sales records of Tenant. If the Tenant's Gross Sales exceed those reported, Tenant shall immediately pay any deficiency. If Tenant's Gross Sales exceed those reported by one percent (1%) or more, Tenant shall pay Landlord's cost of audit. If Tenant's Gross Sales shall exceed those reported by: (i) three (3%) percent or more in any one (1) Lease Year, or (ii) two (2%) percent or more for any two (2) Lease Years out of any five (5) Lease Years, then Landlord shall have the right, at its sole option, to terminate this Lease.

(e) In the event that any Lease Year during the term hereof is less than exactly twelve (12) full calendar months, then for the purpose of computing the Percentage Rent for any such short lease year, the Sales Break Point for such short lease year shall be adjusted by multiplying the Sales Break Point otherwise applicable for such lease year by a fraction, the numerator of which shall be the actual number of days in such short Lease Year, and the denominator of which shall be the number "360".

Section 2.03 - Payments by Tenant: Throughout the term of this Lease, Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims, the "**Rent**", which is hereby defined as the sum of the Base Rent and all other Additional Rent, when and as the same shall be due and payable hereunder. Unless otherwise stated, all other sums of money or charges payable to Landlord from Tenant by this Lease other than Base Rent are defined as "**Additional Rent**" and are due ten (10) days after the rendering of an invoice therefore, without any deductions, set-offs or counterclaims, and failure to pay such charges carries the same consequences as Tenant's failure to pay Base Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in coin or currency of the United States of America, at the address indicated herein. No payment to or receipt by Landlord of a lesser amount than the then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder.

Section 2.04 - Place of Payment: Unless otherwise changed by prior written notice to Tenant, payments of Rent hereunder shall be made to Landlord either by mail or otherwise as follows:

Landlord: Dubois Realty Partners, L.P.
c/o Michael Joseph Development Corporation
PO Box 1198
Wexford, PA 15090

Section 2.05 - Late Charge: In the event any sums required hereunder to be paid are not received on or before the fifth (5th) calendar day after the same are due, then, for each and every late payment, Tenant shall immediately pay, as Additional Rent, a service charge equal to the greater of Fifty Dollars (\$50.00), or Ten Dollars (\$10.00) per day for each day, after the due date of such payment, that such payment has not been received by Landlord, or four (4%) percent per month of the amount required to be paid. Notwithstanding this service charge, Tenant shall be in Default under this Lease if all payments required to be paid by Tenant are not made at or before the times herein stipulated.

ARTICLE 3 PREPARATION OF DEMISED PREMISES

Section 3.01 - Site Plan: Exhibit "A" sets forth the general layout of development of the Shopping Center. Landlord does not warrant or represent that the Shopping Center will be constructed exactly as shown thereon or that it will be completed by a specific date. Landlord may change or alter any of the stores, common areas or any other aspect in the Shopping Center, or may sell or lease any portions of the Shopping Center all without the consent of, or notice to, Tenant. Landlord hereby agrees that the relative location and actual size of the Demised Premises shall remain substantially unchanged.

Section 3.02 - Landlord's Work: Landlord, at its expense, shall construct the building wherein the Demised Premises are to be located, substantially in accordance with the "Outline Specifications" attached hereto and made a part hereof as Exhibit "C" (the "Landlord's Work"). Other than as stated above, any work done by Landlord at Tenant's request shall be at Tenant's expense and shall be paid for by Tenant depositing with Landlord, prior to the commencement of such other work, a sum equal to the cost for such work, as reasonably estimated by Landlord; and upon completion thereof, appropriate adjustment shall be made between Landlord and Tenant based upon the actual cost of the work.

Section 3.03 - Delivery of Possession Date: Landlord shall give Tenant at least thirty five (30) (5) days prior written notice of the projected date on which Landlord's Work will be substantially completed and the Demised Premises will be available to Tenant for the performance of Tenant's Work. On the day when Landlord's Work is substantially completed and the Demised Premises are ready for Tenant to begin its work under Section 3.04, Landlord shall so notify Tenant and make the Demised Premises available to Tenant (the "Delivery of Possession Date"). Promptly thereafter, Landlord and Tenant shall execute a Delivery of Possession Date Certificate substantially in the form of Exhibit "G" attached hereto and made a part hereof. Tenant agrees to take physical possession of the Demised Premises on the Delivery of Possession Date. From and after the Delivery of Possession Date, Tenant agrees to diligently perform Tenant's Work. Each of the terms and conditions of this Lease shall apply to Tenant's occupancy of the Demised Premises beginning on the Delivery of Possession Date and ending on the Commencement Date except Tenant's obligations to pay Base Rent and Additional Rent.

Section 3.04 - Tenant's Work: Other than work done pursuant to Section 3.02, all work is to be performed by Tenant at its sole cost and expense (the "Tenant's Work") in accordance with Exhibit "D" attached hereto and made a part hereof and in accordance with the provisions of Section 3.05 hereof. All entry into the Demised Premises and work done by Tenant shall be at Tenant's risk. All work performed by Tenant shall be subject to Landlord's prior written approval and shall be in accordance with good construction practices, all applicable laws, insurance requirements and Landlord's reasonable rules and regulations. Further, Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant. Tenant agrees to pay for all the utilities used or consumed in the Demised Premises by Tenant on and after the Delivery of Possession Date. Tenant shall obtain at Tenant's sole expense all certificates and approvals which may be necessary so that the certificate of occupancy for the Demised Premises may be issued. Copies of all such certificates shall be delivered to Landlord. Except for Landlord's

Work, Tenant shall ready the Demised Premises for the opening of Tenant's business by the Commencement Date.

Section 3.05 - Alterations by Tenant:

(a) Tenant may not make any exterior or structural alterations to the Demised Premises without the prior written consent of Landlord, which consent may be granted or denied in the sole and absolute discretion of Landlord. In addition, Tenant shall not make any interior alterations, except for alterations to the decor of the Demised Premises, without giving prior written notice to Landlord and Landlord giving Tenant its consent therefore, which consent shall not be unreasonably withheld. Any such alterations shall be performed in a good and workmanlike manner and in accordance with applicable legal and insurance requirements and the terms and provisions of this Lease.

(b) In the event that any mechanic's lien is filed against the Demised Premises or Shopping Center as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond off the same within ten (10) days from the filing thereof. If Tenant fails to discharge said mechanic's lien within the time provided, Landlord may bond or pay without inquiring into the validity of the merits of said lien and all sums so advanced shall be paid on demand as Additional Rent.

(c) Prior to the commencement of any work by Tenant, Tenant shall obtain public liability and workmen's compensation insurance to cover every contractor to be employed by Tenant, and shall deliver duplicate originals of all certificates of such insurance to Landlord for written approval. All contracts for any work to be performed for Tenant shall provide for a waiver of mechanic's liens by each contractor and subcontractor which waiver shall be filed with the Prothonotary's office of Clearfield County, Pennsylvania prior to the commencement of any work by such contractor or subcontractor.

(d) If, in an emergency, it shall become necessary to make repairs required to be made by Tenant, Landlord may re-enter the Demised Premises and proceed to have such repairs made and pay the costs thereof. Tenant shall pay the Landlord the costs of such repairs on demand as Additional Rent.

ARTICLE 4 CONDUCT OF BUSINESS

Section 4.01 - Use and Trade Name:

(a) Tenant shall use and occupy the Demised Premises for the following purposes only, and for no other purposes without Landlord's prior written consent, which may be withheld, conditioned or delayed by Landlord in its sole and absolute discretion: for the retail sale of furniture and cabinets

(b) Tenant shall operate its business from the Demised Premises under the following trade name only and for no other trade name: Black Forest Furniture

(c) Landlord hereby covenants and agrees that during the term of this Lease, Tenant shall have the right to operate a furniture store in the Shopping Center.

Section 4.02 - Opening and Operation; Estoppel Certificate: Tenant agrees to open for business to the public by the end of the Fixturing Period and thereafter conduct its regular business operations continuously on all days and at all hours during which the Shopping Center is open for business. At a minimum, and subject to any applicable law, Tenant shall operate its business in the Demised Premises during the following hours:

Monday - Friday	10:00 a.m. - 8:00 p.m.
Saturday	10:00 a.m. - 6:00 p.m.

From time to time and upon five (5) days notice, Tenant agrees to execute and deliver a written acceptance/estoppel certificate confirming that Tenant has accepted the Demised Premises and such other facts relative to this Lease as Landlord or any mortgagee of the Shopping Center may request to be confirmed. If Tenant fails to execute such certificate, Tenant hereby appoints Landlord as its attorney-in-fact, irrevocably, to execute and deliver such certificate for Tenant, or Landlord may elect to terminate this Lease.

Section 4.03 - Utilities: Tenant, at its expense, shall arrange for and pay all costs of the charges for all utilities and services provided or used in or at the Demised Premises, commencing with the Delivery of Possession Date and throughout the term of this Lease. Tenant shall pay directly to the public utility companies the cost of any installation not included in Landlord's Work of any and all such utility services. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from the installation and maintenance of such utility services and from all costs and charges for utilities consumed on or by the Demised Premises. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Demised Premises. If Tenant desires to install any equipment which shall require additional utility facilities or utility facilities of a greater capacity than the facilities provided by Landlord, such installation shall be subject to Landlord's prior written approval of Tenant's plans and specifications therefore. If such installation is approved by Landlord and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost for providing such additional utility facilities or utility facilities of greater capacity.

Section 4.04 - Sign: Tenant shall install and maintain one (1) sign affixed to the front of the Demised Premises, subject to the prior written approval of Landlord, and conforming to all applicable legal and insurance requirements. Tenant's sign shall be consistent with the specifications and requirements contained in Exhibit "E" attached hereto. Tenant shall pay for all costs in connection with such sign and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Demised Premises thereby. In the event Landlord deems it necessary to remove such sign, then Landlord shall have the right to do so. No additional signs, whether interior or exterior, which can be seen from the exterior of the Demised Premises, shall be installed or displayed in, on or about the Demised Premises without the prior written consent of Landlord. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-letter). Any sign or display visible from the exterior of the Demised Premises which does not

meet the above criteria may be removed at any time by Landlord without incurring any liability therefore.

Landlord has constructed a monument sign for the Shopping Center. If available, Tenant shall purchase a panel on the monument sign. Upon installation, Tenant shall pay to Landlord the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) as Tenant's contribution to the cost of constructing such monument sign and Tenant's panel and graphics.

Section 4.05 - Tenant's Warranties: Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the term hereof it shall: (i) keep the Demised Premises and any platform or loading dock used by Tenant in a neat and clean condition; (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business or fixtures, and pay when due all fees of a similar nature; (iii) observe all rules and regulations established by Landlord for all tenants in the Shopping Center, provided Tenant shall be given at least five (5) days notice thereof; (iv) not use the parking areas or sidewalks or any space outside the Demised Premises for display; sale, storage or any other similar undertaking; (v) not use any advertising medium or sound devices inside the Demised Premises which may be heard outside the Demised Premises, or permit any objectionable odors to emanate from the Demised Premises; (vi) keep the Demised Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Demised Premises; (vii) keep the temperature within the Demised Premises at such levels as may be required by any federal, state or local laws, ordinances or regulations; (viii) maintain a full and complete stock of merchandise so as to attain the highest possible gross sales; (ix) deliver to Landlord prior to January 31 of each year during the term a report setting forth in reasonable detail Tenant's gross sales with respect to the Demised Premises for the previous calendar year deliver to Landlord, on a monthly basis, a copy of monthly sales setting forth in reasonable detail Tenant's gross sales with respect to the Demised Premises; (x) not conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious); (xi) not use or permit the use of any part of the Demised Premises for the sale, rental, display, or operation of amusement, electronic, video machines, games, cassettes or devices without the prior written consent of Landlord or allow the sale or offering of any lottery or raffle tickets or permit any form of games of chance or gambling, in any form without such similar consent; (xii) light the Demised Premises and exterior signs after dark and turn the same off on a timely basis; (xiii) not solicit business in the parking area or any other Common Area; (xiv) not distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other Common Area; and (xv) not permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, parking area, mall or other Common Areas.

Section 4.06 - Legal Requirements: Tenant shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters' regulations and other requirements and with all notices from Landlord's mortgagee respecting all matters of occupancy, condition or maintenance of the Demised Premises, whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request.

Section 4.07 - Hazardous Materials: The Tenant agrees that it will not place, hold or dispose of any Hazardous Material on, under or at the Demised Premises or the Shopping Center and that it will not use the Demised Premises or any other portion of the Shopping Center as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. Tenant hereby indemnifies the Landlord against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against the Landlord for, with respect to, or as a direct or indirect result of: (i) a breach by Tenant of the foregoing covenants; or (ii) to the extent caused or allowed by Tenant or any agent, employee, invitee or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, onto or into the Demised Premises, the Shopping Center, the atmosphere, or any watercourse, body of water, or groundwater of any Hazardous Material (including without limitation any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials); and the provisions of and undertakings and indemnification set out in this paragraph shall survive the termination of this Lease. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Lease. For purposes of this Lease, "**Hazardous Material**" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, or any other federal, state, local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material.

Section 4.08 - Tenant and Employee Parking: Notwithstanding any other provision of this Lease, Tenant and its employees shall park their vehicles only in those areas specifically designed for that purpose, from time to time, in writing by Landlord. Tenant shall be responsible for its employees and any violations by its employees of these parking rules shall be considered a Default under this Lease.

ARTICLE 5 COMMON AREA

Section 5.01 - Use: During the term of this Lease, Landlord hereby grants to Tenant subject to Landlord's rules and regulations promulgated by Landlord from time to time, the nonexclusive license to permit its customers and invitees to use the sidewalks, customer parking areas, the entrance and exit ways designated by Landlord for access and egress to and from the Demised Premises from a public street or highway. Notwithstanding anything contained in this Lease to the contrary, Landlord shall have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size, location, elevation and nature of any of the stores in the Shopping Center or of the common areas, or any part thereof, including without limitation the right to locate and/or erect thereon kiosks, structures and other buildings and improvements of any type. Subject to any easements and restrictions of record granted or approved by Landlord from time to time, all common areas shall be subject to the exclusive control and management of Landlord, and

Landlord shall have the right, subject to such limitations, at any time and from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the common areas and the use thereof. Tenant agrees to abide by and conform with such rules and regulations on notice thereof and to cause its permitted concessionaires, invitees, licensees and its and their employees and agents to do the same.

Section 5.0102 - Common Area Maintenance Expenses: Landlord agrees to maintain and keep in good service and repair all common areas. Tenant agrees to reimburse Landlord for its proportionate share of all costs and expenses incurred by Landlord in connection with the operation, maintenance, repair, improvement, replacement and management of the Shopping Center, including all connecting roadways and other appurtenances which benefit the Shopping Center, by Landlord (the "Common Area Maintenance Expenses"). The Common Area Maintenance Expenses shall include, but not be limited to, the following costs and expenses: (i) gas, electricity, water, sewer and other utility charges (including surcharges) of whatever nature; (ii) Landlord's insurance premiums; (iii) ~~building personnel costs, including but not limited to salaries, wages, employment taxes, fringe benefits and other direct and indirect costs of engineers, superintendents, watchmen, porters and any other building personnel;~~ (iv) costs of service and maintenance contracts, including but not limited to chillers, boilers, controls, windows, janitorial and general cleaning, security services and management fees; (v) snow and ice removal and all other maintenance and repair expenses (including those payable by Landlord under Section 6.01 hereof), and supplies which may be deductible for such calendar year in computing federal income tax liability; (vi) any other costs and expenses (i.e., items which are not capital improvements) incurred by Landlord in operating the Shopping Center, (vii) the cost of any additional services not provided to the Shopping Center at the Lease Commencement Date but thereafter provided by Landlord in the prudent management of the Shopping Center; and (viii) the cost of any capital improvements which are made by Landlord after completion of initial construction of the Shopping Center, provided, however, that the cost of each such capital improvement, together with any financing charges incurred in connection therewith, shall be amortized and/or depreciated over the useful life thereof and only that portion thereof attributable to such Lease Year shall be included in the Common Area Maintenance Expenses for such Lease Year, and (ix) deposits into reserve accounts for capital improvements. The first "Lease Year" shall terminate on the 31st day of December next following the Commencement Date. All subsequent "Lease Years" shall continue as calendar years for twelve (12) months thereafter except that the last Lease Year shall terminate on the date this Lease is terminated. Common Area Maintenance Expenses shall not include: (a) principal payments or interest payment on any mortgages, deeds of trust or other financing encumbrances; (b) leasing commissions payable by Landlord; or (c) deductions for depreciation of the improvements shown on Exhibit "A." Tenant's obligation shall be calculated as follows: (1) Landlord shall aggregate together all Common Area Maintenance Expenses to which shall be added an additional administrative fee in an amount equal to fifteen (15%) percent of such expenses; (2) from the sum arrived at by the preceding calculations, subtract the amount of all sums paid for such Expenses by the Major Tenants. For all purposes in this Lease, "Major Tenant" or "Major Tenants" means any one or more lessees of 8,000 square feet or more floor area within the Shopping Center as now or hereafter constructed. The number arrived at by the calculation described in (2) above shall hereinafter be referred to as the "Adjusted Common Area Maintenance Expenses"); (3) divide the Adjusted Common Area Maintenance Expenses by the aggregate number of square footage of leaseable area in the Shopping Center (and any expansion thereof) less the aggregate number of square feet in those spaces leased by the Major Tenants (collectively, the "Major Tenant Spaces"); and (4) multiply the quotient arrived at through the

calculations described in (3) above by the total square footage of floor area in the Demised Premises, as determined in the same manner as set forth in Section 1.01. Tenant shall pay Landlord, in advance, Tenant's proportionate share of Landlord's estimate of Common Area Maintenance Expenses, as computed above, in twelve (12) equal monthly installments, with the monthly installment of Base Rent. Notwithstanding the above, in the event Landlord at any time determines that the amount of Common Area Maintenance Expenses actually being paid by Landlord exceeds the estimate upon which Tenant's proportionate share of Common Area Maintenance Expenses was computed, Tenant, following a request from Landlord, shall commence to pay with the next monthly installment of rent due an amount sufficient to result in Tenant's paying its full proportionate share of Common Area Maintenance Expenses as computed on the basis of Landlord's revised estimate of Common Area Maintenance Expenses. At the end of each calendar year, there shall be an adjustment if the amount paid by Tenant is less than Tenant's proportionate share actually incurred in that calendar year. Any amount due Landlord shall be paid with the next monthly installment of Common Area Maintenance Expenses. Additionally, Tenant's share for any partial Lease Year shall be prorated based upon the actual number of days during which this Lease is in effect in any such partial Lease Year.

Section 5.03 - Common Area Maintenance Expense Estimate: Notwithstanding the foregoing provisions of Section 5.02, Landlord and Tenant agree that the Tenant's share of Common Area Maintenance Expenses, for the first Lease Year is estimated to be One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) (being One and 50/100 Dollars [\$1.50] per square feet of floor area in the Demised Premises), payable in equal monthly installments of One Hundred Fifty and 00/100 Dollars (\$150.00). The foregoing shall be subject to revision as provided for in Section 5.02.

ARTICLE 6 REPAIRS AND MAINTENANCE

Section 6.01 - Landlord's Obligations:

(a) Landlord shall keep in good repair and condition the roof, foundation, exterior walls, sewer and water lines serving the Demised Premises, the structural support of the Demised Premises and the Common Areas.

(b) Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, (i) for any loss or damage that may be occasioned by or through the acts or omissions of Tenant, its employees, agents, contractors, licensees, invitees or customers; (ii) or persons occupying space adjoining the Demised Premises or any part of the Demised Premises adjacent to or connecting with the Demised Premises or any other part of the Shopping Center, or otherwise; (iii) or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes or from leaks in the roof or falling plaster.

Section 6.02 - Tenant's Obligations: Except as stated in Section 6.01, Tenant, at its expense, shall: (i) make all repairs and replacements and perform all maintenance work that is necessary in order to keep the Demised Premises in good order and repair and in a safe and dry tenantable condition; (ii) install and maintain such fire protection devices as may be reasonably required by any governmental body or insurance underwriter for the Shopping Center; (iii) provide

~~both trash storage and trash removal services and generally keep any trash storage or trash removal areas at the Demised Premises in a neat and sanitary condition, except that if Landlord, in its sole discretion shall provide trash services; however, if Tenant requires the use of trash storage or trash removal services, Tenant shall be obligated to use the trash services provided by the Landlord~~ (regardless of the location of any such storage and removal facilities employed by Landlord) and pay for the same within ten (10) days of being billed therefore; (iv) change the Tenant's heating and air conditioning filter, as necessary, but not less than five (5) times a year, and have the Tenant's air conditioner and heater serviced, as necessary, but not less often than two (2) times a year; and (v) repair any portion of the Shopping Center which is damaged as a result of any act or omission of Tenant, its employees, agents, contractors, licensees, invitees or customers. Except as otherwise specifically set forth herein, Tenant shall maintain, repair or replace, as necessary, all its equipment located in, on or about the Demised Premises, including, but not limited to, all plumbing, heating, air conditioning, ventilating and sprinkler systems. All interior walls, ceilings, ceiling tile, windows, doors, door frames and door glass shall at all times be kept in good order, condition and repair by Tenant at its sole cost. In the event of any window or door glass damage or breakage, Tenant shall board any openings and remove any debris within twenty-four (24) hours of such damage and forthwith have the same repaired or replaced at Tenant's sole cost.

The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its employees, agents, customers, invitees, subtenants, licensees or concessionaires shall be paid by Tenant.

Tenant shall not send any agent, employee or representative on part of the roof of the Shopping Center. Any damage caused to the roof by Tenant, its agent, servants, employees or representatives shall be the responsibility of Tenant.

ARTICLE 7 TAXES

Section 7.01 - Liability: Starting with the Commencement Date and throughout the entire term of this Lease, Tenant shall pay Landlord, as Additional Rent, Tenant's proportionate share of Taxes for each tax year. The term "Taxes" means the total of all taxes and assessments, general and special, ordinary and extraordinary, real and/or personal, foreseen and unforeseen, including assessments for public improvements and betterment, assessed, levied or imposed with respect to the land and improvements included within the Shopping Center. The term "Taxes" also includes all costs reasonably incurred in any proceeding brought by Landlord to reduce said Taxes. If at any time during the term of this Lease, the present method of taxation shall be changed so that in lieu of or in addition to the whole or any part of any Taxes levied, assessed or imposed on real estate and the improvement thereon or imposed upon any personality used in connection therewith or upon the collection of rents or sums due hereunder, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future building or buildings in the Shopping Center, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

Tenant's proportionate share hereunder shall be calculated as follows: (i) Landlord shall aggregate together all Taxes; (ii) from the sum arrived at by the preceding calculation, subtract the amount of all funds paid to Landlord for Taxes by the Major Tenants; (iii) divide the number arrived at by the calculation described in (ii) above by the aggregate number of square footage of leaseable area in the Shopping Center (and any expansion thereof) less the aggregate number of square feet in the Major Tenant Spaces; and (iv) multiply the quotient arrived at through the calculations described in (iii) above by the total square footage of floor area in the Demised Premises.

Section 7.02 - Method of Payment: Tenant shall pay its share of such Taxes by the following method: one-twelfth (1/12) of the Taxes estimated to be due by the Landlord shall be paid each month with the Base Rental until the end of the first Tax Year after the Commencement Date; thereafter, the monthly payments shall be based upon the tax bill for the previous Tax Year, any adjustments necessary for the amount paid for the previous tax year shall be debited or credited (as the case may be) in the next monthly installments until the liability has been extinguished. The term "**Tax Year**" means that period covered by the tax bills of each jurisdiction which may now or hereafter levy taxes on the Shopping Center. Notwithstanding the end of the term hereof, Tenant shall continue to be liable to Landlord for all Taxes incurred by Landlord for the period of Tenant's occupancy, and Tenant shall promptly remit to Landlord any amount due to Landlord upon notice from Landlord to Tenant.

Section 7.03 - Taxes Expense Estimate: Notwithstanding the foregoing provisions of Section 7.01, Landlord and Tenant agree that the Tenant's share of Taxes, during the first calendar year, is estimated to be One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) (being One and 00/100 Dollar [\$1.00] per square foot of floor area in the Demised Premises), payable in equal monthly installments of One Hundred and 00/100 Dollars (\$100.00). The foregoing shall be subject to revision as provided for in Section 7.01.

Section 7.04 - Taxes on Rental: In addition to Tenant's Proportionate Share of Taxes, Tenant shall pay to the appropriate agency any and all sales, excise and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by the State in which the Shopping Center is situated or any political subdivision thereof or other taxing authority upon any Rental Payable hereunder. Tenant shall also be solely responsible for and pay within the time provided by law all taxes imposed on its inventory, furniture, trade fixtures, apparatus, leasehold improvements (installed by Tenant), equipment and any other of Tenant's personal or other property.

Section 7.05 - Tax Abatement: Landlord has obtained a "LERTA" Tax Abatement for the Shopping Center and Tenant agrees that Tenant's prorata share of taxes during the period when such abatement is in effect shall be paid to Landlord to partially reimburse Landlord for the cost of off-site improvements previously paid for and installed by Landlord for the benefit of the Shopping Center.

ARTICLE 8

INSURANCE, INDEMNITY AND LIABILITY

Section 8.01 - Landlord's Obligations: Landlord shall obtain and maintain during the term of this Lease fire and extended coverage insurance, insuring against all reasonable perils and liabilities, for one hundred percent (100%) of the replacement value of the Demised Premises and Landlord's Work, as well as one full year Base Rent coverage for the Shopping Center. Such insurance shall be issued by an insurance company licensed to do business in the jurisdiction in which the Shopping Center is located. Tenant shall reimburse Landlord for its proportionate share of such insurance cost as a portion of the Common Area Maintenance Expenses described in Article V.

Section 8.02 - Tenant's Obligations:

(a) Tenant, at Tenant's sole cost and expense, shall obtain and maintain for the term of this Lease commencing on the Delivery of Possession Date, insurance policies (from an insurance company having the highest rating established by A.M. Bests or such other insurance rating agency as Landlord chooses) providing the following coverage: (i) Tenant's fixtures, equipment, furnishings, merchandise and other contents in the Demised Premises, for the full replacement value of said items; (ii) all perils included in the classification "fire and extended coverage" under insurance industry practices in effect from time to time in the jurisdiction in which the Shopping Center is located; and (iii) comprehensive general liability insurance naming Landlord and any mortgagee as additional insureds, which policy is to be in the minimum amount of One Million Dollars (\$1,000,000) with respect to any one

person, in the minimum amount of Two Million Dollars (\$2,000,000) with respect to any one accident, and in the minimum amount of Five Hundred Thousand Dollars (\$500,000) with respect to property damage. The minimum limits hereinbefore set forth may, at Landlord's option, be increased by not more than ten (10%) percent, such increase to occur not more often than once during each two (2) consecutive Lease Years during the term hereof. Tenant shall deliver to Landlord certificates of insurance or duplicate originals of each such policy prior to Tenant's occupancy of the Demised Premises. Tenant's failure to deliver such certificate or duplicate original prior to such time, and for so long as such failure shall continue, shall be deemed a Default hereunder.

(b) The policies described in Section 8.02 shall: (i) contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's agents and employees, and mortgagees and ground lessors; (ii) contain a provision that it shall not be canceled and that it shall continue in full force and effect unless Landlord has received at least thirty (30) days prior written notice of such cancellation or termination; and (iii) not be materially changed without prior notice to Landlord.

(c) Tenant shall not permit to be done any act which will invalidate or be in conflict with the fire insurance policies covering the Shopping Center or any other insurance referred to in this Lease. Tenant will promptly comply with all reasonable rules and regulations relating to such policies. If the acts of Tenant or its employees or agents shall increase the rate of insurance referred to in this Lease, such increases shall be immediately paid by Tenant as Additional Rent.

Section 8.03 - Covenants to Hold Harmless:

(a) Landlord and Tenant each hereby release the other, its officers, directors, employees and agents from any and all liability for responsibility for any loss or damage to property required to be covered by valid and collectible fire insurance with standard and extended coverage endorsement, even if such fire or other casualties shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, nothing herein shall preclude or otherwise limit either such party's right to collect on any such fire insurance policy. Tenant agrees to pay the increased insurance cost, if any, resulting from such release.

(b) Tenant hereby indemnifies and agrees to save harmless Landlord and any mortgagee of the Shopping Center, from and against all claims that arise from or in connection with the possession, use, occupation, management, repairs, maintenance or control of the Demised Premises, or any portion thereof, and any sidewalks adjoining same. Tenant shall, at its own cost and expense, defend any and all actions which may be brought against Landlord or any mortgagee with respect to the foregoing. Tenant shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against Landlord, any mortgagee or master lessor in connection with the foregoing.

Section 8.04 - Liability of Landlord to Tenant: Except with respect to any damages resulting from the gross negligence or intentional acts of Landlord, its agents or employees, Landlord shall not be liable to Tenant, its agents, employees or customers for any damages, losses, compensation, accidents or claims whatsoever.

Section 8.05 - Contribution: If it shall be judicially determined by final judgment of a court of competent jurisdiction that any claim of indemnification pursuant to the terms of this Lease is unenforceable or is otherwise to be limited, then the party who would have been indemnified but for such determination shall be entitled to contribution from the other party under just and equitable principles, which shall in no event exceed the amount such indemnified party would have been entitled to receive pursuant to the indemnification provisions of this Lease.

**ARTICLE 9
DESTRUCTION OF DEMISED PREMISES**

Section 9.01 - Continuance of Lease: In the event the Demised Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 8.01 above, so as to become partially or totally untenantable, then the damage to the Demised Premises shall be promptly repaired, unless Landlord or Tenant shall elect not to rebuild or repair as hereinafter set forth, and annual Base Rent and other charges shall be abated in proportion to the amount of the Demised Premises rendered untenantable until so repaired. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If more than twenty-five percent (25%) of the Demised Premises or of the floor area of the Shopping Center shall be damaged or destroyed by fire or other casualty, then Landlord may (i) elect that the Shopping Center and/or the Demised Premises, as the case may be, be repaired or rebuilt or, at its sole discretion, or (ii) terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. If Landlord is required or elects to repair or rebuild the Demised Premises as herein

provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction.

Section 9.02 - Reconstruction; Rent Abatement: If all or any portion of the Demised Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the provisions of Section 9.01, then all insurance proceeds however recovered shall be made available for payment of the cost of repair, replacing and rebuilding, or as directed by Landlord's lenders. Subject to the Landlord's lenders' rights, Landlord shall use the proceeds from the insurance as set forth herein to repair or rebuild the Demised Premises to its condition in accordance with the provisions of Exhibit "C" and Tenant shall, using the proceeds from the insurance provided for in Section 8.02, repair, restore, replace or rebuild that portion of the Demised Premises constituting Tenant's Work together with any additional improvements installed by Tenant, such that the Demised Premises shall be restored to its condition as of immediately prior to the occurrence of such casualty. All of the aforesaid Tenant's insurance proceeds shall be deposited in escrow and shall be disbursed as work on repair, replacement or restoration progresses upon the certification of Landlord's architect that the balance in the escrow fund is sufficient to pay the estimated costs of completing the repair and restoration. If Tenant's insurance proceeds shall be less than the Tenant's obligation hereunder, Tenant shall pay the entire excess cost immediately upon demand by Landlord. The Base Rent, Tenant's share of Common Area Maintenance Expenses and Fund Contribution which are payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed, shall be equitably abated. Equitable abatement shall terminate upon the earlier of the date upon which the Tenant commences to use substantially all of the Demised Premises for business with the public or the date upon which Landlord substantially completed its repair or rebuilding work and the expiration of a period equal in duration to the Fixturing Period.

ARTICLE 10 CONDEMNATION

If twenty-five percent (25%) of the floor area of the Demised Premises shall be taken or condemned by any competent government authority, then either party may elect to terminate this Lease by giving notice to the other party not more than sixty (60) days after the date of which such title shall vest in the authority. If the parking facilities are reduced below the minimum parking requirements imposed by the applicable authorities, Landlord may elect to terminate this Lease by giving Tenant notice within one hundred twenty (120) days after such taking. In case of any taking or condemnation, whether or not the terms of this Lease shall cease and terminate, the entire award shall be the property of Landlord; provided, however, Tenant shall be entitled to any award as may be allowed for fixtures and other equipment which under the terms of this Lease would not have become the property of the Landlord; further provided, that any such award to Tenant shall not be in diminution of any award to Landlord.

ARTICLE 11
ASSIGNMENT, SUBLetting AND ENCUMBERING LEASE

Section 11.01 - No Assignment, Subletting or Encumbering:

(a) Tenant shall not, without the prior written consent of Landlord in accordance with the provisions of this Section: (i) assign or otherwise transfer, or mortgage or otherwise encumber this Lease or any of its rights hereunder; (ii) sublet the Demised Premises or any part thereof, or permit the use of the Demised Premises or any part thereof by any persons other than Tenant or its agents; (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law; or (iv) if Tenant is a corporation or partnership sell or assign a majority interest in Tenant to any third party. Any attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Demised Premises in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee or occupant.

(b) In the event Tenant desires to assign or transfer this Lease, or sublet (or permit occupancy or use of) the Demised Premises, or any part thereof, Tenant shall give Landlord sixty (60) days prior written notice of Tenant's intention to so assign or transfer or sublet all or any part of the Demised Premises (which notice shall contain the name of the proposed assignee or sublessee and the terms thereof). For sixty (60) days following receipt of said notice, Landlord shall have the right, exercisable by sending written notice to Tenant, either to terminate this Lease or to sublet from Tenant for the balance of the term of this Lease: (i) all of the Demised Premises in the event Tenant notified Landlord of its intention to assign or transfer this Lease; or (ii) only so much of the Demised Premises as Tenant intends to sublet in the event Tenant notified Landlord of its intention to sublet the Demised Premises or a portion thereof, at the same rental per square foot Tenant is obligated to pay to Landlord hereunder. In the event Landlord exercises its right to terminate this Lease or to sublet from Tenant for the balance of the term of this Lease, Landlord shall have the right to enter into a lease agreement directly with the proposed assignee or sublessee, and Tenant waives all rights and claims it may have (either against Landlord or the proposed assignee or sublessee) with respect thereto. In the event Landlord does not exercise its right to terminate this Lease or sublet such space within sixty (60) days from receipt of said notice, Tenant may assign or transfer or sublet such space if Tenant has obtained the prior written consent of Landlord within such sixty (60) day period. In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant of tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment, transfer or subletting be construed to relieve Tenant from giving Landlord said sixty (60) days notice or from obtaining the consent in writing of Landlord to any further assignment, transfer or subletting.

(c) In the event Landlord does not exercise its right to have all or a portion of the Demised Premises, as the case may be, subleased or assigned to it but gives Tenant its written consent to assign, transfer or sublet all or a portion of the Demised Premises to a third party, any

monthly rent or other payment accruing to Tenant as the result of any such assignment, transfer or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublease, which is in excess of the rent then payable to Tenant under the Lease shall be paid by Tenant to Landlord monthly as Additional Rent. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature.

(d) Any costs and expenses, including attorneys' fees, incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rent.

ARTICLE 12 SUBORDINATION AND FINANCING

Section 12.01 - Subordination: This Lease and Tenant's tenancy hereunder shall be subject and subordinate at all times to the lien of any mortgage now or hereafter placed upon the interest of the Landlord and the Demised Premises. Tenant agrees to execute and deliver such instruments as may be desired by Landlord or by any mortgagee subordinating this Lease to the lien of any present or future mortgage.

Section 12.02 - Attornment: If and so long as this Lease is in full force and effect, then at the option of the mortgagee: (a) this Lease shall remain in full force notwithstanding: (i) a default under the mortgage by Landlord; (ii) failure of Landlord to comply with this Lease; (iii) a defense to which Tenant might be entitled against Landlord under this Lease; or (iv) any bankruptcy or similar proceedings with respect to Landlord; (b) if any such mortgagee shall become possessed of the Demised Premises, Tenant shall be obligated to such mortgagee to pay it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease; and (c) if any mortgagee or purchaser, at a private or public sale shall become possessed of the Demised Premises, Tenant shall, without charge, attorn to such mortgagee or purchaser as its Landlord under the Lease.

Section 12.03 - Notice to Mortgagee: Tenant agrees to give each mortgagee, by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified in writing, of the address of such mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagee shall have an additional sixty (60) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be granted if within such sixty (60) days mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE 13 DEFAULTS

Section 13.01 - Events of Default: If any one or more of the following events occur, said event or events shall hereby be classified as a "Default":

- (a) if Tenant, or any guarantor of Tenant's obligations hereunder, shall make an assignment for the benefit of creditors or file a petition, in any state court, in bankruptcy, reorganization, composition or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;
- (b) if any petition shall be filed under state law against Tenant or any guarantor of Tenant's obligations hereunder in any bankruptcy, reorganization or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed;
- (c) if a receiver or trustee shall be appointed under state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment;
- (d) if Tenant refuses to take possession of the Demised Premises at the Delivery of Possession Date, or fails to open its doors for business at the expiration of the Fixturing Period as required herein, vacates the Demised Premises and permits the same to remain unoccupied and unattended for twenty (20) or more consecutive days or substantially ceases to carry on its normal activities in the Demised Premises;
- (e) if the Tenant is a corporation, if any part or all of its stock representing effective voting control of Tenant shall be transferred (by operation of law, merger, sale or otherwise) so as to result in a change in the present effective voting control of Tenant and such change is not consented to in writing by Landlord, provided, however, this provision shall not apply if Tenant is a publicly traded corporation;
- (f) if Tenant fails to pay Base Rent, Percentage Rent, Fund Contributions, its share of the Common Area Maintenance Expenses, Taxes, Additional Rent or any other charges required to be paid by Tenant when same shall become due and payable and such failure continues for five (5) days;
- (g) if Tenant shall fail to perform or observe any terms and conditions of this Lease, and such failure shall continue for ten (10) days after written notice from Landlord (except that such ten (10) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided Tenant commences the process of curing the same within said ten (10) day period and diligently pursues such cure as determined in the sole discretion of Landlord);
- (h) if Tenant shall be given three (3) notices of Default under Section 13.01 (f) or (g) notwithstanding any subsequent cure of the Default identified in such notices; or

(i) if any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Demised Premises. **In the event that any claim or lien is filed against Tenant, Tenant at its sole cost and expense, shall discharge or bond off the same within sixty (60) days from the filing thereof.**

Section 13.02 - Landlord's Remedies: Should a Default occur under this Lease, Landlord may pursue any or all of the following:

(a) In addition to all other rights or remedies it may have by law and in equity, Landlord shall have the right: (i) to declare all rent and other payments for the entire unexpired term of this Lease at once due and payable and if not paid forthwith upon Landlord's demand then to resort to legal process for collection of all accelerated payments due under this Lease; or (ii) to terminate this Lease and resort to legal process for collection of damages and/or eviction; or (iii) re-enter and attempt to relet without terminating this Lease and remove all persons and property from the Demised Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

(b) Landlord may terminate this Lease by giving five (5) days written notice of such termination to Tenant, whereupon this Lease shall automatically cease and terminate and Tenant shall be immediately obligated to quit the Demised Premises. Any other notice to quit or notice of Landlord's intention to reenter the Demised Premises is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all rent and any other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later.

(c) Upon termination of this Lease pursuant to Section 13.02, Landlord may proceed to recover possession of the Demised Premises under and by virtue of the provisions of the laws of the jurisdiction in which the Shopping Center is located, or by such other proceedings, including reentry and possession, as may be applicable.

(d) Should this Lease be terminated before the expiration of the term of this Lease by reason of Tenant's default as hereinabove provided, or if Tenant shall abandon or vacate the Demised Premises before the expiration or termination of the term of this Lease without having paid the full rental for the remainder of such term, Landlord shall have the option to relet the Demised Premises for such rent and upon such terms as are not unreasonable under the circumstances and if the full rental reserved under the Lease (and any of the costs, expenses or damages indicated below) shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including without limitation deficiency in rent, reasonable attorneys' fees, brokerage fees, and expenses of placing the Demised Premises in first class rentable condition. Landlord in putting the Demised Premises in good order or preparing the same for rerental may, at Landlord's option, make such alterations, repairs or replacements in the Demised Premises as Landlord, in its sole judgment, considers advisable and necessary for the purpose of reletting the Demised Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for

failure to relet the Demised Premises, or in the event that the Demised Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder.

(e) Any damage or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or a Landlord's option in a single proceeding deferred until the expiration of the term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said term) or in a single proceeding prior to either the time of reletting or the expiration of the term of this Lease.

(f) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or other use.

Section 13.03 - Additional Remedies and Waivers: The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by the Landlord.

Section 13.04 - Assignment in Bankruptcy: In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any state bankruptcy or insolvency law and Landlord elects not to terminate or is stayed from termination of Tenant's right of possession under this Lease, the assignee shall provide Landlord with adequate assurance of future performance of all of the terms, conditions and covenants of the Lease, which shall include, but which shall not be limited to, assumption of all the terms, covenants and conditions of the Lease by the assignee and the making by the assignee of the following express covenants to Landlord:

a. That assignee has sufficient capital to pay the Annual Base Rent, Additional Rent and other charges due under the Lease for the entire Term; and

b. That Annual Percentage Rent due under the Lease will not decline substantially from the highest Annual Percentage Rent paid by Tenant prior to such bankruptcy or insolvency proceedings; and

c. That assumption of the Lease by the assignee will not cause Landlord to be in violation or breach of any provision in any other lease, financing agreement or operating agreement relating to the Shopping Center; and

d. That such assignment and assumption by the assignee will not substantially disrupt or impair any existing tenant mix in the Shopping Center.

Section 13.05 - Cure of Default: If Tenant shall be in Default hereunder, Landlord shall have the option, upon ten (10) days written notice to Tenant, to cure said Default for the account of and at the expense of the Tenant. No such notice shall be required for emergency repairs. Tenant agrees to pay Landlord interest, at a rate equal to two percent (2%) in excess of the prime rate of interest amounted from time to time by National City Bank of PA, or any successor thereto, but not in excess of the maximum legal rate, for all sums paid by Landlord pursuant to the terms of this Article, and for all sums due and owing to Landlord more than five (5) days after the date such sums are due.

Section 13.06 - Default by Landlord: Landlord shall in no event be charged with a Default hereunder unless Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such Default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same.

ARTICLE 14 RIGHT OF ACCESS

Landlord may, upon prior notice to Tenant, enter upon the Demised Premises for the purpose of inspecting, making repairs, replacements or alterations, and showing the Demised Premises to prospective purchasers, lenders or lessees. During the last six (6) months of the term, Landlord shall have the right to display one or more "For Rent" signs on or about the Demised Premises.

ARTICLE 15 DELAYS

If Landlord or Tenant is delayed from performing any of their respective obligations during the term of this Lease because of acts of God or other cause beyond their control, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delays; provided, however, that this Article shall not apply to the payment of any sums of money required to be paid by Tenant hereunder or any obligation of Landlord or Tenant that can be satisfied by the payment of money.

ARTICLE 16 END OF TERM

Section 16.01 - Return of Demised Premises: Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Demised Premises, in good order, broom clean, normal wear and tear, casualty not caused by Tenant, its employees, agents, contractors, licensees, invitees or

customers and acts of God excepted, to the Landlord. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant, including Tenant's signage, all alterations to the Demised Premises not wanted by Landlord and repair damage caused by such removal and return the Demised Premises and the exterior of the Demised Premises where Tenant's signage was affixed thereto. Tenant hereby expressly waives the benefit of any law (including the Pennsylvania Landlord and Tenant Act of 1951, as amended, or any successor law) requiring any notice that the term of this Lease shall end or that Tenant shall vacate the Demised Premises upon the expiration or other termination of the term of this Lease.

Section 16.02 - Holding Over: If Tenant shall hold possession of the Demised Premises after the expiration or termination of this Lease, at Landlord's option. (i) Tenant shall be deemed to be occupying the Demised Premises as a tenant from month-to-month terminable by either party on thirty (30) days prior written notice, at double the Base Rent in effect during the last Lease Year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease; or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over.

ARTICLE 17 COVENANT OF QUIET ENJOYMENT

Landlord covenants that if and so long as Tenant pays the rent and all other charges provided for herein and performs all of its obligations provided for herein. Tenant shall at all times during the term hereof peaceably have, hold and enjoy the Demised Premises, without any interruption or disturbance from Landlord or anyone claiming through or under Landlord, subject to the terms hereof.

ARTICLE 18 MISCELLANEOUS

(a) This Lease contains the entire agreement between the parties hereto and there are no promises, agreements conditions, undertakings or warranties or representations, oral or written, between them other than as herein set forth.

(b) No notice or other communications given under this Lease shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, addressed:

Landlord:	<u>Regular Mail</u> Dubois Realty Partners, L.P. c/o Michael Joseph Development Corp. PO Box 1198 Wexford, PA 15090	<u>Overnight Mail</u> Dubois Realty Partners, L.P. c/o Michael Joseph Development Corp. 2500 Brooktree Road, Suite 300 Wexford, PA 15090
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With copy to:

Tenant: Charles W. Adams, Jr. and Celia J. Adams
597 Treasure Lake

Dubois, PA 15801

or such other address as either party may designate by giving notice thereof to the other party. The date of service of any notice given by mail shall be the date on which such notice is deposited in the United States mail.

(c) It is the intent of the parties hereto that all questions with respect to the construction of the Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the Commonwealth of Pennsylvania without regard to its rules relating to conflicts of law.

(d) This Lease shall bind and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(e) There shall be no personal liability on Landlord or any successor in interest with respect to any provisions of this Lease. Tenant shall look solely to the equity of the then owner of the Demised Premises for the satisfaction of any remedies of the Tenant in the event of a breach by Landlord of any of its obligations hereunder.

(f) Tenant warrants and represents that there was no broker or agent instrumental in consummating this Lease. Tenant agrees to indemnify and hold Landlord harmless against any claims for brokerage or other commissions arising by reason of a breach by Tenant of this representation and warranty.

(g) Landlord hereunder shall have the right to freely assign this Lease without notice to or consent of Tenant.

(h) The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint venturers.

(i) Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Demised Premises and/or any claim of injury or damage.

(j) If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(k) Landlord and Tenant covenant and agree to execute any and all further agreements, certificates, documents and instruments, and to take all further action which may be required under applicable law or which otherwise may be appropriate, in order to effectuate the transactions contemplated by this Lease.

(l) This Lease is intended to confer rights and benefits only on the Landlord and Tenant, and only to the extent set forth herein. No other person or entity shall have any legally enforceable rights or obligations under this Lease or shall otherwise be deemed to be a third-party beneficiary under this Lease, except to the extent explicitly set forth herein or therein.

(m) Landlord and Tenant have been represented by counsel in connection with the negotiation, drafting, finalization and execution of this Lease. The wording of this Lease was reviewed and accepted by legal counsel for each of the parties prior to execution thereof. In the event of a dispute between them as to the Lease, no party shall be entitled to the benefit of any principle of contract construction premised upon the relative bargaining power of the parties, the identity of the party partly or wholly responsible for drafting the portion of the Lease giving rise to the dispute, contra proferentum, contracts of adhesion, or any similar contract construction principle.

(n) This Lease may be executed in counterparts, each of which shall constitute an original but both of which when taken together shall constitute but one contract.

(o) Time is of the essence with respect to each provision of this Lease.

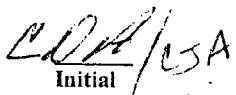
(p) Section titles or headings in this Lease are included for ease of reference only, and shall not affect the construction of, or be taken into consideration in interpreting, this Lease.

(q) No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any embodiment or statement on any check or letter accompanying any check for payment of rent or any other amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payments without prejudice to Landlord's rights to recover the balance of the rent or other amount owed or to pursue any other remedy provided in this Lease.

(r) **POWER TO CONFESS JUDGMENT**

(1) TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR TENANT, AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST TENANT AND IN FAVOR OF THE LANDLORD, AS OF ANY TERM, FOR THE UNPAID OBLIGATIONS HEREUNDER, INCLUDING WITHOUT LIMITATION ALL ACCRUED AND UNPAID INTEREST CHARGES, RENTS OR OTHER CHARGES PAYABLE HEREUNDER, WHETHER BY ACCELERATION OR OTHERWISE, WITH COSTS OF SUIT AND A REASONABLE ATTORNEY'S COMMISSION OF 15%, WITH RELEASE OF ALL ERRORS, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION, TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED. THE AUTHORITY AND POWER TO APPEAR AND CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS THE LANDLORD SHALL FIND IT NECESSARY AND DESIRABLE AND THIS LEASE SHALL BE A SUFFICIENT WARRANT THEREFORE. LANDLORD MAY

CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNT OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNT. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST TENANT HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON TENANT'S BEHALF FOR ANY REASON, LANDLORD IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT FOR ANY PART OR ALL OF THE AMOUNTS OWING HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS OR DEFECTS IN SUCH PRIOR PROCEEDINGS.


Initial

(2) WHEN THIS LEASE SHALL HAVE EXPIRED OR BE TERMINATED BY REASON OF THE BREACH OF ANY PROVISION HEREOF, IT SHALL BE LAWFUL FOR ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COURT OF COMPETENT JURISDICTION AN AMICABLE ACTION FOR CONFESION OF JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE LEASED PREMISES, FOR WHICH THIS LEASE OR A TRUE AND CORRECT COPY THEREOF SHALL BE A SUFFICIENT WARRANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRITE OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE TERMINATED AND POSSESSION REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OR EXPIRATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE AMICABLE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION BY CONFESION OF JUDGMENT AS AFORESAID. THE AUTHORITY AND POWER TO APPEAR AND CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS THE LANDLORD SHALL FIND IT NECESSARY AND DESIRABLE AND THIS LEASE SHALL BE A SUFFICIENT WARRANT THEREFORE. LANDLORD MAY CONFESS ONE OR MORE JUDGMENTS IN EJECTMENT IN THE SAME OR DIFFERENT JURISDICTIONS TO RECOVER POSSESSION, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR POSSESSION. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST TENANT HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON TENANT'S BEHALF FOR ANY REASON, LANDLORD IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND

CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT TO RECOVER POSSESSION, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS OR DEFECTS IN SUCH PRIOR PROCEEDINGS.

C.W.C./CJA
Initial

(3) TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD OR THE SHERIFF (OR THE LAWFUL DESIGNEE OF THE SHERIFF) WITHIN ANY COUNTY OF THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, TO TAKE ALL ACTION ALLOWED BY OR PROVIDED FOR IN THE PENNSYLVANIA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE RULES OF CIVIL PROCEDURE TO EXECUTE ON ANY JUDGMENT ENTERED AGAINST TENANT PURSUANT TO ONE OR BOTH CONFESSIONS OF JUDGMENT SET FORTH ABOVE WITHOUT PRIOR NOTICE OR HEARING OF ANY NATURE WHATSOEVER, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED. NO SINGLE EXERCISE OF THE FOREGOING POWER TO EXECUTE ON JUDGMENTS WITHOUT A HEARING SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS LANDLORD SHALL ELECT.

C.W.C./CJA
Initial

(4) BY SIGNING THIS LEASE TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE (INCLUDING, WITHOUT LIMITATION, THE CONFESSIONS OF JUDGMENT AND THE POWER TO EXECUTE ON A JUDGMENT WITHOUT A HEARING), HAS HAD THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY LEGAL COUNSEL, UNDERSTANDS AND AGREES TO THE PROVISIONS CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, THE POWERS TO EXECUTE ON JUDGMENT WITHOUT A HEARING, AND UNDERSTANDS THAT THE POWER TO CONFESS JUDGMENT WITHOUT A HEARING AND TO EXECUTE ON A JUDGMENT WITHOUT A HEARING CONSTITUTES A WAIVER OF RIGHTS TENANT OTHERWISE WOULD HAVE TO PRIOR NOTICE AND A HEARING BEFORE EXECUTION ON A JUDGMENT, AND THAT THE OBLIGATIONS MAY BE COLLECTED FROM TENANT REGARDLESS OF ANY CLAIM THAT TENANT MAY HAVE AGAINST LANDLORD OR OTHERWISE.

C.W.C./CJA
Initial

(s) This lease is subordinate and subject to the recorded Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions and all amendments thereto.

ARTICLE 19

DEFINITIONS

As used in this Lease, the following terms have the following meanings (such meanings to be equally applicable to both the singular and plural form of the terms defined):

“Additional Rent” shall have the meaning set forth in Section 2.03 hereof.

“Adjusted Common Area Maintenance Expenses” shall have the meaning set forth in Section 5.02 hereof.

“Base Rent” shall have the meaning set forth in Section 2.01 hereof.

“Commencement Date” shall have the meaning set forth in Section 1.03 hereof.

“Common Area Maintenance Expenses” shall have the meaning set forth in section 5.02 hereof.

“Default” shall have the meaning set forth in Section 13.01 hereof.

“Delivery of Possession Date” shall have the meaning set forth in Section 3.03 hereof.

“Demised Premises” shall have the meaning set forth in Section 1.02 hereof.

“Effective Date” shall have the meaning set forth in paragraph 1 hereof.

“Expiration Date” shall have the meaning set forth in Section 1.03 hereof.

“Fixturing Period” shall have the meaning set forth in Section 1.03 hereof.

“Hazardous Material” shall have the meaning set forth in Section 4.07 hereof.

“Landlord” shall have the meaning set forth in paragraph 1 hereof.

“Landlord’s Work” shall have the meaning set forth in Section 3.02 hereof.

“Lease” shall have the meaning set forth in paragraph 1 hereof.

“Lease Year” shall have the meaning set forth in Section 5.02 hereof.

“Lowe’s Parcel” shall have the meaning set forth in Section 1.02 hereof.

“Major Tenant” shall have the meaning set forth in Section 5.02 hereof.

“Major Tenant Spaces” shall have the meaning set forth in Section 5.02 hereof.

“Percentage Rent” shall have the meaning set forth in Section 2.02 hereof.

“Rent” shall have the meaning set forth in Section 2.03 hereof.

“Sales Break Point” shall have the meaning set forth in Section 2.02 hereof.

“Shopping Center” shall have the meaning set forth in Section 1.02 hereof.

“Taxes” shall have the meaning set forth in Section 7.01 hereof.

“Tax Year” shall have the meaning set forth in Section 7.02 hereof.

“Tenant” shall have the meaning set forth in paragraph 1 hereof.

“Tenant’s Gross Sales” shall have the meaning set forth in Section 2.02 hereof.

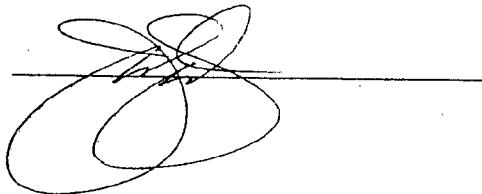
“Tenant’s Work” shall have the meaning set forth in Section 3.04 hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first written above:

LANDLORD:

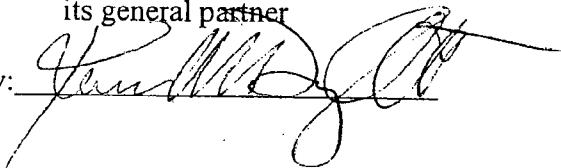
DUBOIS REALTY PARTNERS, L.P.,
a Pennsylvania limited partnership

WITNESS:



By: Michael Joseph Acquisition Corporation,
a Pennsylvania Corporation,
its general partner

By:

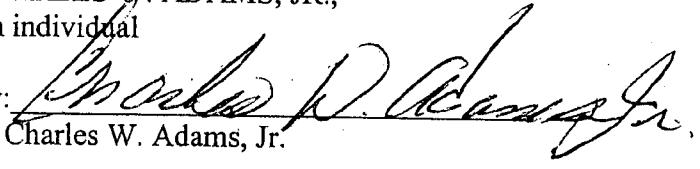


WITNESS:

TENANT:

CHARLES W. ADAMS, JR.,
An individual

By:

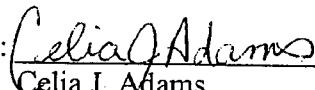

Charles W. Adams, Jr.

Title: _____

WITNESS:

CELIA J. ADAMS
an individual

By:


Celia J. Adams

Title: _____

EXHIBITS

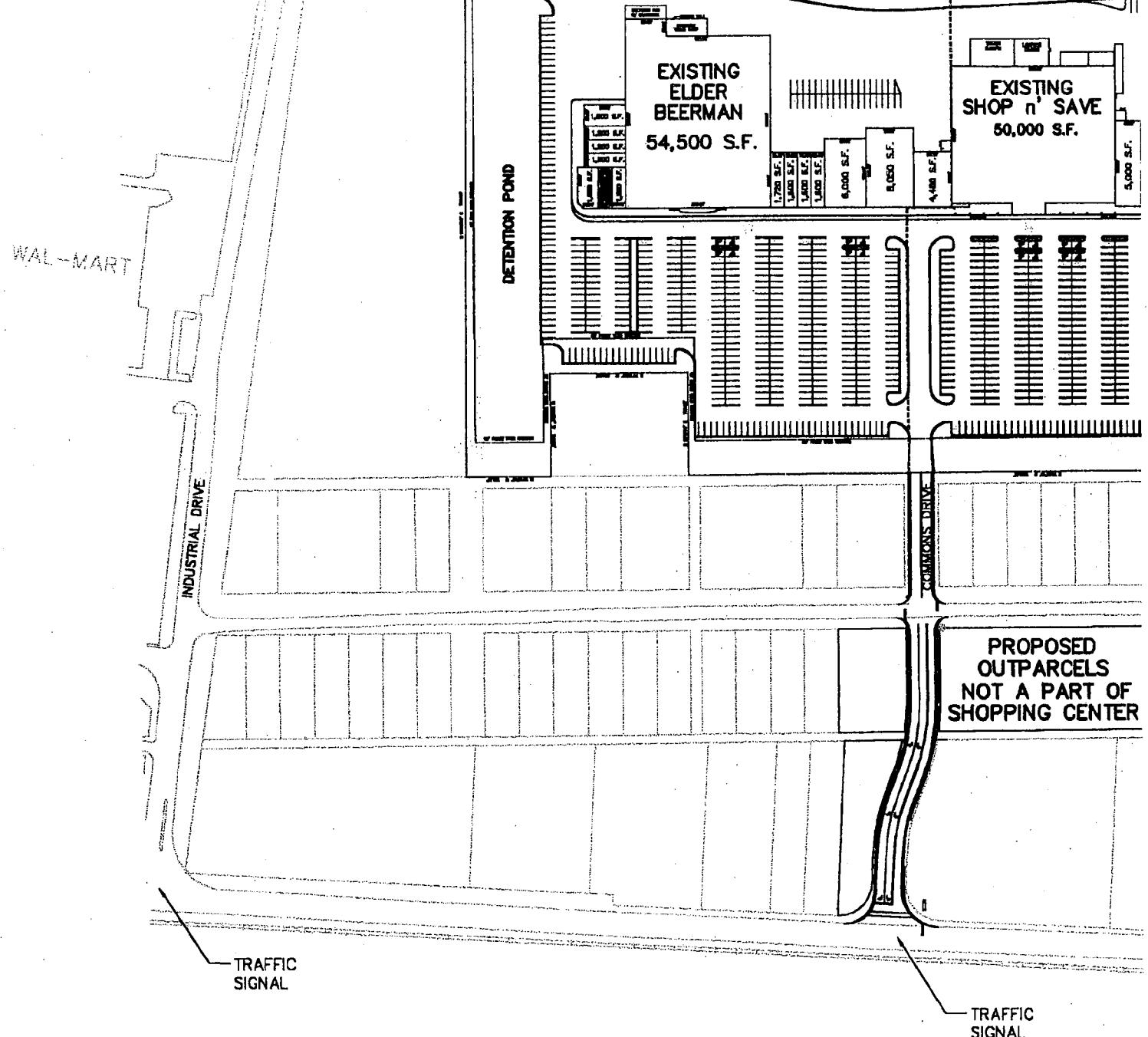
Exhibit A	Shopping Center Site Plan and Outline of Demised Premises (Red)
Exhibit B	Legal Description of the Shopping Center
Exhibit C	Landlord's Work
Exhibit D	Tenant's Work
Exhibit E	Signage Criteria
Exhibit F	Opening and Termination Date Declaration
Exhibit G	Delivery of Possession Date Certificate
Exhibit H	Subordination, Non-Disturbance and Attornment Agreement

EXHIBIT "A"

SHOPPING CENTER SITE PLAN AND OUTLINE OF DEMISED PREMISES

SHOPPING CENTER

PHASE II



EXHIBIT

EXHIBIT "B"

LEGAL DESCRIPTION OF SHOPPING CENTER

Exhibit B

LEGAL DESCRIPTION OF SHOPPING CENTER

ALL that certain piece, parcel or lot of land situate in the Township of Sandy, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a 3/4 " rebar at the southwest corner of a parcel of land conveyed by Nedza Real Estate Development Corporation to Dubois Realty Partners, L.P. on the northern line of a 16 foot unopened alley as shown on the Harriet Bogle Plan of Lots and surveyed by George Kirk, C.E. in 1916; said rebar being North 74° 15' 46" West, 694.45 feet from a 3/4" rebar set at the intersection of the rights-of-way of said unopened alley and Shaffer Road:

Thence by the northern line of the 16 foot unopened alley North 74° 15' 46" West 1021.21 feet to 3/4" rebar set at the southeast corner of land of Ida Mae Lockhart and Alberta G. Larson;

Thence by the line of lands of Lockhart and Larson the following courses and distances:

North 15° 44' 14" East, 150.00 feet to a 1" rebar;

North 74° 15' 29" West 200.00 feet to a 1" rebar;

South 15° 44' 14" West, 150.00 feet to a 3/4" rebar set on the northern line of an unopened 16 foot alley;

Thence by the northern line of the 16 foot unopened alley North 74° 15' 46" West, 124.17 feet to a 3/4" rebar set at the southwest corner of this parcel;

Thence by a line through lands of the Nedza Real Estate Development Corporation, North 16° 05' 56" East, 758.96 feet to a 3/4" iron pin;

Thence continuing by a line through land of the Nedza Real Estate Development Corporation and Catherine Nedza North 74° 21' 30" East, 1365.50 feet to a 3/4" rebar at the northeast corner of this parcel and at the northwest corner of a parcel conveyed by Nedza Real Estate Development Corporation to Dubois Realty Partners, L.P., as straw party;

Thence by the easterly line of this parcel and the western line of the parcel of land conveyed by the Nedza Real Estate Development Corporation the following courses and distances:

South 16° 04' 09" West, 406.81 feet to a point;

South 54° 25' 38" West, 33.03 feet to a point;

Exhibit B

LEGAL DESCRIPTION OF SHOPPING CENTER

(Continued)

South 16° 04' 09" West, 328.66 feet to a $\frac{3}{4}$ " rebar set on the northern line of a 16 foot unopened alley and the place of beginning.

Said parcel of land containing 22.94 acres of land.

BEING all of the land conveyed by Nedza Real Estate Development Corporation to Dubois Realty Partners, L.P. by Deed dated October 28, 1999, recorded in the Clearfield County Recorder's Office as Instrument No. 199918025.

TOGETHER WITH the free and common use, right liberty and privilege of a perpetual easement for ingress and egress over lands of Dubois Realty Partners, L.P., Nedza Real Estate Development Corporation and Developac, Inc. pursuant to and as set forth and more particularly described in (a) that certain Industrial Drive Easement among Dubois Realty Partners, L.P., Nedza Real Estate Development Corporation and Developac, Inc. dated of even date herewith and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument No. 199918027, and (b) that certain Agreement dated March 27, 1992 between David C. Dubois and Nedza Real Estate Corporation recorded in the office of the Recorder of Deeds of Clearfield County in Volume 1451, Page 426, as modified by certain Modification of Easement date of even date herewith and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument No. 199918024.

EXHIBIT "C"

LANDLORD'S WORK

THE COMMONS
Sandy Township, Dubois, Pennsylvania

EXHIBIT C

LANDLORD'S WORK

Section 1.1 Construction by Landlord. Except as otherwise provided, Landlord will substantially construct the following at Landlord's cost and expense per section 3.02.

(a) The structural frame, designed to carry loads in accordance with and meet governing codes. Structural frame shall include beams, columns, bar joists, roof deck system, and roofing. Exterior walls, where applicable, will be shown on the plans and specifications for the Shopping Center.

(b) Party walls will be six (6) inch minimum thick nominal, floor to roof, with metal studs on 16 inch centers. Party walls will be covered with 5/8 inch gypsum board. Shops with masonry side walls shall be finished with 5/8" gypsum board on 24 inch center furring strips. Walls shall be taped and sanded; rear walls will be unfinished masonry. Stockrooms shall be defined by separation wall with a hollow core wood door and frame.

(c) If Tenant's space abuts a service corridor, or the exterior, it shall be provided with one (1) 3' 0" x 7' x 1 3/4" hollow metal door and frame complete with standard hinges, standard lock, dead bolt lock and door stop, and painted both sides. Should codes or ordinances require an alcove to recess said door, the alcove shall be considered part of the square footage of the Demised Premises.

(d) One (1) approximately 7' x 5' toilet room containing one (1) water closet, one (1) wall hung lavatory, two (2) grab bars, one (1) wall mounted mirror; subject to local code requirements. Walls are to be covered with 5/8" gypsum board, taped, sanded, and painted. Masonry walls are to be painted. Floor in toilet room shall have vinyl tile with base. One (1) light/fan combination, paper towel holder and toilet paper holder. One GFI outlet.

(e) The floor for the Demised Premises shall be steel-trowelled concrete slab.

(f) Storefront shall be as designed by Landlord's architect and shall be glass and aluminum, subject to local code requirements; 10'-0" AFF across width of premises minus support columns. Storefront shall include one (1) glass and aluminum door, three (3) feet wide and 7'0"" high.

(g) Shop insulation shall consist of 4" rigid roof insulation (R-15).

(h) Roof shall consist of membrane roofing system and all hardware, termination

details, and protective devices as per membrane manufacturer.

(i) 2' x 4' T-bar exposed grid, suspended acoustical ceiling in sales area at a minimum of 10' above finished floor. No ceiling in storage area. Toilet room ceiling shall either be suspended acoustical tile or drywall 8'-0" AFF.

(j) The Demised Premises shall be provided with metered electrical service, which shall be located as designated by Landlord, and which shall be a minimum of 100 AMP service; including wiring, conduits, electronic time clock, and wall mounted 110 volt duplex convenience outlets as designated by Landlord.

(k) Tenant's sales area shall be provided with heating and air-conditioning to conform to codes, with single thermostat in sales area. The cost of increased capacity and/or redesign of said system required by Tenant's equipment or Tenant's intended use of the Demised Premises shall be at Tenant's expense. Landlord furnished air conditioning shall be 1 ton/400 square feet:

(l) Lighting in sales area shall be four-tube 2' x 4' recessed fluorescent fixtures with flush acrylic lenses. A typical shop will have two (2) rows of light fixtures.

(m) Electrical service to the Demised Premises shall be in accordance with applicable codes.

(n) Exit signs and emergency lights shall be furnished as required per applicable building codes as it relates to the building of the standard small shop.

(o) Empty telephone conduit shall be provided by Landlord from an exterior panel location. Tenant shall be responsible to install its own telephone service and system.

(p) Sprinkler service for the Demised Premises shall be furnished and installed by Landlord as required by governing codes and underwriter's requirements. The design of such systems and the number of sprinkler heads to be installed, shall be in accordance with the Landlord's typical sprinkler layout. Landlord hereby reserves the right to place risers, valves, controls and other appurtenances to the sprinkler system in Tenant's shop area.

(q) Three-quarter (3/4) inch pipe for domestic water and four (4) inch pipe for sanitary sewer.

(r) Tenant shall pay for any additional construction and/or architectural costs incurred by Landlord in making additions, changes, substitutions, or eliminations from the above described work. Tenant shall pay for any architectural costs incurred by Landlord in connection with any remodeling, alteration, repair, or rebuilding of the Demised Premises.

(s) One Twelve (12) Gallon electrical hot water heater.

Section 1.2 Additional Work. All work required to finish the Demised Premises in accordance with Tenant's requirements in addition to the work to be performed by Landlord pursuant to Section 1.1 of this Exhibit shall be performed by Tenant at Tenant's sole cost and expense and shall be subject to Landlord's approval. Tenant shall, within fifteen (15) days after the date of this lease, prepare at Tenant's sole cost, and present to Landlord, plans and specifications for work to be done to finish the Leased Premises in accordance with Tenant's requirements. Said plans and specifications shall be subject to Landlord's approval. All such additional work shall comply with the following:

(a) Tenant shall provide all floor and wall coverings, draperies, cabinetry, furniture and decorative work.

(b) Drinking fountain, any special piping, conduit and electrical circuits shall be furnished and installed by the Tenant.

(c) Tenant shall furnish and install fire extinguishers in accordance with the following requirements:

(i) One (1) X-A-10-B-C, 5 pound capacity portable fire extinguisher for each 3,000 square feet of floor space or increment thereof. Extinguishers shall be located within 75 square feet of any point in the Leased Premises or as required by applicable codes or governmental authority.

(ii) Installation shall be per current N.F.P.A. Pamphlet #10, in full view, with easy access and clearly marked.

(iii) Fire protection for cooking equipment shall be in strict accordance with the Landlord's insurance underwriter's current requirements as periodically updated.

(d) The number and location of all roof penetrations shall be subject to the prior written approval of Landlord. Any roof penetrations caused by Tenant's work shall be sealed by the Landlord's roofing subcontractor performing the roofing for the Shopping Center. After completion of roof penetrations, Tenant shall furnish Landlord written acceptance of the openings by the Landlord's roofing contractor, which shall further provide that the work performed has not affected the roof bond or guaranty pertaining to the Shopping Center.

(e) No Tenant equipment is permitted outside of the Leased Premises or on the roof except as may be specifically approved in writing by Landlord prior to any installation.

(f) Any odor-producing functions of Tenant's operation must be contained and mechanically vented to the outside, eliminating dissipation of odors into adjacent stores. Height of exhaust hood shall not exceed 1' 8" above roof unless otherwise required by applicable code.

(g) Tenant shall not suspend anything from the building structure. Any item to be suspended from the building structure shall be subject to Landlord's prior written approval.

(h) Tenant may use its own contractors for special or decorative work such as cabinetry, carpeting, drapes, furniture; such work to be done by non-conflicting labor and approved by Landlord.

(i) Nothing contained in the lease or this Exhibit shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, mechanic or materialman, the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the Demised Premises or any part thereof nor as giving Tenant a right, power or authority, as otherwise provided in this lease or Exhibit to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or materialmen's liens or claims of liens against the Demised Premises, Tenant's interest therein, or the Shopping Center. All such work shall be performed solely in reliance upon the credit of Tenant.

(j) All work performed by Tenant shall comply in every respect with applicable building, fire and underwriter's codes and shall be completed in a first class, workmanlike manner and shall be performed by such contractor or contractors as Landlord shall approve, which approval may be withheld in Landlord's sole discretion. In the event the cost of additional work to be performed by Tenant exceeds the sum of Five Hundred Dollars (\$500.00), then Tenant shall comply with Landlord's requirements pursuant to Article 3.

EXHIBIT "D"

TENANT 'S WORK

All work other than that outlined in Exhibit "C" as "Landlord's Work" shall be Tenant's Work to be performed by Tenant at its sole cost and expense.

EXHIBIT "E"

SIGNAGE CRITERIA

THE COMMONS
Sandy Township, Dubois, Pennsylvania

EXHIBIT E
SIGN CRITERIA - STANDARD SMALL SHOP

1.1 General Requirements

- (a) All signs, in addition to meeting the requirements set forth by Landlord, must be in compliance with Sandy Township or State of Pennsylvania zoning ordinances and codes. All signs must be UL approved.
- (b) Tenant shall submit four (4) sets of shop drawings to Landlord for approval, which may be withheld, conditioned or delayed by Landlord in its sole and absolute discretion. Drawing must show size of all letters, spacing, material, mounting methods and overall sign dimensions in relation to lease area. Tenant shall provide Landlord with store front elevation drawing showing Tenant's proposed sign located to scale.
- (c) Landlord reserves the right but not the obligation to make any variations in this document as is seen fit in the interest of the Tenant or Tenants.
- (d) All illuminated signs shall be controlled by a time clock and/or photoeye provided by Tenant and illuminated according to seasonal daylight/nighttime needs.
- (e) No signs shall be installed by Tenant at the Demised Premises without the prior written consent of Landlord.

1.2 Canopy Signs @ Flat Vertical Canopy

- (a) Sign and support system shall be furnished and installed by Tenant. Individual letters, Plexiglas face panel, and interior electrical work shall be supplied by Tenant. All text and logo shall be approved by Landlord prior to fabrication. Tenant's sign shall be located within the limits of Tenant's store width. Tenant's individual letter sign shall be centered on the front vertical canopy directly above Tenant's store.

All signs shall be aluminum sheet metal backs and sides. All signs faces shall be Plexiglas. All signs shall have interior illumination with neon lamps. All signs shall be UL approved. All metal and trim shall be finished per plans. All individual letters shall be mounted directly to the fascia/sign band. Each letter shall be attached with thru-bolts, flat washers, lock washers and nuts. Tenant's sign installer shall furnish and install all necessary blocking as required and any wood used as blocking shall be non-combustible.

All signs text height shall be controlled by sign width per Tenant's plan and Landlord's approval.

All signs sign text length shall be limited to 70% of storefront width and one line of text.

- (b) Landlord shall furnish junction box located above ceiling of canopy (near Tenant's storefront) with empty conduit and pull string back to Tenant's electrical panel for Tenant's sign. Tenant shall provide all wiring and connections to the sign panel.
- (c) No flashing, moving, rotating or blinking illumination or exposed neon tubing permitted.

1.3 Under Canopy Sign

- (a) Under canopy signs shall be furnished and installed by Tenant. Under canopy signs shall be located on the centerline of the Tenant's store width. Signs shall be one double faced illuminated sign. All text and logos shall be approved by Landlord prior to fabrication.
- (b) All under canopy signs shall be:

Sign Panel Size: 10" x 4'-0"

Sign Text Height: 6" maximum high, vinyl die cut letters

Sign Text Color: White

Logo Height: 6" maximum high, vinyl die cut logo

Logo Color: (Color specified by Tenant and approved
By Landlord)

EXHIBIT "F"

OPENING AND TERMINATION DATE DECLARATION

LANDLORD: Dubois Realty Partners, L.P.
TENANT: Charles W. Adams, Jr. and Celia J. Adams
PROJECT: The Commons
LEASE DATE: June 16, 2003
PREMISES NUMBER: Room #308
SQUARE FOOTAGE: 1,200 sf

Landlord and Tenant acknowledge and agree that the Commencement Date of the above referenced lease is August 3, 2003 and the Expiration Date of the lease is August 31, 2005.

LANDLORD:
DUBOIS REALTY PARTNERS, L.P.,
a Pennsylvania limited partnership

TENANT:
CHARLES W. ADAMS, JR.
an individual

By: Michael Joseph Acquisition Corporation,
a Pennsylvania Corporation,
its general partner

By: Michael J. D. Riggs

By: Charles W. Adams, Jr.

Title: Landlord

CELIA J. ADAMS,
an individual

By: Celia J. Adams

Title: Owner

Dubois Realty Partners, L.P.
c/o Michael Joseph Development Corporation
P.O. Box 1198, Wexford, PA 15090-1198
724-934-1006 & 724-934-1004 (FAX)

DELIVERY OF POSSESSION DATE CERTIFICATE

LANDLORD: Dubois Realty Partners, L.P.

TENANT: Charles W. Adams, Jr. and Celia J. Adams

PROJECT: The Commons

LEASE: Lease dated June 16, 2003 between Dubois Realty Partners, L.P. and Charles W. Adams, Jr. and Celia J. Adams

PREMISES NUMBER: Room # 308

SQUARE FOOTAGE: 1,200 sf

DELIVERY OF POSSESSION DATE: JUNE 18, 2003

Landlord and Tenant acknowledge and agree to the following: (i) Landlord has delivered keys to Tenant for the Premises; (ii) Landlord has delivered the Premises to Tenant for the performance of Tenant's work; and (iii) the Premises was delivered from Landlord to Tenant and accepted by Tenant on the Delivery of Possession Date stated above. Tenant further acknowledges that Landlord has completed all of the Landlord's Work pursuant to the Lease and that Tenant is accepting possession of the Premises.

LANDLORD:

DUBOIS REALTY PARTNERS, L.P.,

By: Michael Joseph Acquisition Corporation,
its general partner

By:

Name: Guy J. DiRienzo, Vice President

TENANT:

CHARLES W. ADAMS, JR. AND
CELIA J. ADAMS

By:

Name: Charles W. Adams Jr.

Title:

Company: Blue Forest Partners

EXHIBIT "G"

DELIVERY OF POSSESSION DATE CERTIFICATE

LANDLORD: Dubois Realty Partners, L.P.

TENANT: Charles W. Adams, Jr. and Celia J. Adams

PROJECT: The Commons

LEASE DATE: _____

PREMISES NUMBER: Room #308

SQUARE FOOTAGE: 1,200 sf

DELIVERY OF POSSESSION DATE: _____

Landlord and Tenant acknowledge and agree that the Demised Premises described in the above-referenced lease has been delivered to Tenant for the performance of Tenant's work (as said term is defined in the lease) on the Delivery of Possession Date noted above. Tenant further acknowledges that all of Landlord's Work pursuant to said Lease has been completed except as follows:

LANDLORD:

DUBOIS REALTY PARTNERS, L.P.,
a Pennsylvania limited partnership

TENANT:

CHARLES W. ADAMS, JR.,
an individual

By: Michael Joseph Acquisition Corporation,
a Pennsylvania Corporation,
its general partner

By: _____

By: _____
Charles W. Adams, Jr.

Title: _____

CELIA J. ADAMS,
an individual

By: _____
Celia J. Adams

Title: _____

EXHIBIT "H"

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNEY AGREEMENT**

SUBORDINATION, NON-DISTURBANCE
AND ATTORNEY AGREEMENT

THIS AGREEMENT is made as of the 16TH day of JUNE, 2003 by and among NATIONAL CITY BANK OF PENNSYLVANIA, a national banking association, having an office at 20 Stanwix Street, Pittsburgh, PA 15222-4802 (the "Lender"), DUBOIS REALTY PARTNERS, LP, a Pennsylvania limited partnership, having an office at 2500 Brooktree Road, Suite 300, Wexford, PA 15090 (the "Landlord"), and Charles W. Adams, Jr. and Celia J. Adams, having an office at 597 Treasure Lake, Dubois, PA 15801 (the "Tenant").

WITNESSETH:

WHEREAS, Lender has made or intends to make a loan or loans (the "Loan") to or for the benefit of Landlord secured, inter alia, by a mortgage or deed of trust granted by Landlord to Lender (such mortgage or deed of trust and all amendments, renewals, modifications, replacements, increases, supplements, consolidations and extensions thereof being hereinafter collectively referred to as the "Mortgage") upon certain real property described in Exhibit A hereto (said real property, together with all improvements now or hereinafter located thereon, hereinafter called the "Property");

WHEREAS, Landlord and Tenant have entered into that certain lease agreement, dated as of JUNE 16, 2003 (the "Lease"), with respect to certain premises (the "Premises") which are part of the Property;

WHEREAS, pursuant to the Mortgage and documents related thereto, Landlord has assigned or is to assign, inter alia, all of its right, title and interest in the Lease and the rents payable thereunder to Lender as security for the performance of its obligations made in connection with the Loan.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. The Lease, including any option to purchase, right of first refusal or the like, is and shall at all times hereafter be subject and subordinate in all respects to the Mortgage and, unless the holders thereof shall otherwise elect, to all future mortgages, deeds of trust and security instruments of the type referred to in paragraph 13 hereof. Such subordination shall be effective as though the Lease shall have been executed after the execution of the Mortgage and such other mortgages, deeds of trust and security instruments and the due and proper recordation thereof in all appropriate offices and indexes.

2. If Landlord shall default in any of Landlord's obligations under the Lease, then Tenant shall give prompt written notice thereof to Lender. In addition, notwithstanding any provision in the Lease to the contrary, all notices to Landlord relating to any default or any other matter, as well as all requests for Landlord's agreement or consent to or approval of any matter under the Lease shall be given contemporaneously to Lender in writing and any grace period which may be provided to Landlord under the Lease shall not be deemed to have commenced until Lender shall also have received such notice. Tenant shall take no action as a result of such default and shall continue to

perform all terms of the Lease as though such default shall not have occurred, until the applicable grace period provided to Lender in this paragraph 2 shall have expired. Lender shall have the right to cure any default by Landlord under the Lease until the later of (a) thirty (30) days after the expiration of any grace period available to Landlord under the Lease, or (b) sixty (60) days after Lender shall have received written notice from Tenant of such default, provided that, if such default is not capable of being cured by Lender within such period, Lender shall have such additional period of time as may be required within which to cure such default so long as Lender diligently proceeds with efforts to cure such default. Lender shall have the right, but not the obligation, to remedy or cure such default, and in no event shall this Agreement be construed as expanding the rights or remedies of Tenant upon the occurrence of a default under the Lease.

3. So long as Tenant is not in default in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Lease (collectively, the "Rent") or in the performance of any of the terms, covenants or conditions of the Lease, Tenant, subject to the other provisions of this Agreement, shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure or the exercise of any remedy provided in the Mortgage, be disturbed in Tenant's occupancy of the Premises during the term of the Lease or any extension thereof set forth in the Lease.

4. If Lender, prior to its acquisition of Landlord's title to the Property, shall at any time exercise a right to receive the Rent, Lender shall not thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions or agreements of Landlord under the Lease. Landlord and Tenant agree with Lender that Tenant shall pay the Rent directly to Lender upon Tenant's receipt of written notice from Lender of the exercise of such rights and Landlord hereby irrevocably authorizes and directs Tenant to make all such payments to Lender.

5. Tenant shall attorn to and recognize as Tenant's landlord any purchaser at a foreclosure or judicial sale relating to the Mortgage or debt secured thereby or any transferee by deed or assignment in lieu thereof (any such party, and its successors and assigns, hereinafter called a "Successor Landlord"). Without further evidence of such attornment and recognition, Tenant shall be bound by and comply with all the terms, provisions, covenants and obligations contained in the Lease on its part to be performed. Notwithstanding anything to the contrary contained in this Agreement or any other instrument (including, without limitation, the Lease), neither Lender nor any Successor Landlord shall have any obligation whatsoever to complete any improvements or any work or restoration otherwise to be performed under the Lease or to reimburse or otherwise credit Tenant or any other party for any costs thereof, provided that, if a Successor Landlord or its successor or assign shall elect not to complete the same or to reimburse or credit Tenant as provided in the Lease, then Tenant shall have the right to terminate the Lease as its sole remedy against the Successor Landlord and its successors and assigns.

6. Landlord and Tenant shall not amend, modify, supplement or terminate the Lease or extend the terms thereof, except as provided in the Lease, and Landlord shall not waive any rights thereunder or grant any approval or consent not required by the Lease to be granted without the written consent of Lender. Any such attempted or purported amendment, modification, supplement, termination, waiver, consent or approval without such consent shall be void and of no effect, unless Lender may otherwise expressly elect in writing.

7. Notwithstanding any provision of the Lease to the contrary, no notice by Tenant to Landlord under the Lease shall be deemed effectively given to Landlord unless and until Tenant shall

also have given the same such notice (including all documents accompanying or required to accompany the same) to Lender in accordance with paragraph 12 below.

8. In addition to, and not in lieu of all the provisions of this Agreement, neither Lender nor any Successor Landlord nor any of their respective successors or assigns shall in any way or to any extent:

- (a) be liable for, nor shall Tenant have any right to terminate the Lease or to exercise any other right or remedy against Lender or any Successor Landlord by reason of, any act or omission of any prior landlord (including Landlord) in contravention of any provision of the Lease, whether or not the same be continuing;
- (b) be subject to any offsets, claims or defenses which Tenant might have against any prior landlord (including Landlord);
- (c) be bound by any Rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord);
- (d) be in any way responsible for any deposit or security which was or shall have been delivered to any prior landlord (including Landlord) but which was not or shall not have been subsequently delivered to Lender or such other person or entity, as the case may be;
- (e) be obligated to construct any improvements otherwise required to be constructed by Landlord under the Lease.

In any such event, Tenant shall nonetheless continue to observe and perform all terms, covenants and provisions of the Lease on its part to be performed.

9. In the event of a default under the Lease by any Successor Landlord or by any of its successors or assigns, Tenant shall have no recourse to any assets of such Successor Landlord or of its successors or assigns, other than its interest in the Property.

10. Tenant, in order to induce Lender to enter into this Agreement, hereby affirms that:

- (a) Exhibit B is a full, true and complete copy of the Lease, including all amendments and addenda thereto, and Tenant has no other rights with respect to the Premises or the Property or any portion thereof;
- (b) The Lease is in full force and effect and has not been modified or amended (except as may be herein set forth), and no option, if any, to extend the term of the Lease or to expand or contract the area of the Premises has been exercised;
- (c) Tenant has not assigned its interest in the Lease or sublet any of the Premises;
- (d) Tenant has accepted possession of the Premises and acknowledges that all alterations and improvements to be made on the part of Landlord have been completed to Tenant's satisfaction and in accordance with the requirements of the Lease. All other inducements provided by Landlord to Tenant with respect to the Lease have been fulfilled, except as expressly indicated by the terms of the Lease;

(e) To the best of Tenant's knowledge and belief, Landlord is not in default under any of Landlord's obligations under the Lease;

(f) Tenant has no right of offset or defense against any Rent or other obligation under the Lease;

(g) The Lease was duly authorized by Tenant and constitutes the valid and binding obligation of Tenant enforceable in accordance with its provisions;

(h) Tenant has not prepaid any Rent under the Lease other than for the current month.

11. Tenant agrees to execute such other documents as Lender may deem reasonably necessary to subordinate the Lease to the lien of the Mortgage and to confirm the other matters contained herein. Tenant further agrees with Lender that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's written consent.

12. Unless the terms of this Agreement shall require actual delivery, all notices, demands or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party at the address set forth above or at such other place as such party or successor or assign may from time to time designate in a notice to the other parties. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent.

13. This Agreement shall be binding upon and inure to the parties and their respective heirs, successors and assigns. Landlord and Tenant acknowledge and agree that, at the election of any subsequent mortgagee, beneficiary of a deed of trust or holder of other security instrument with respect to the Property or any part thereof the proceeds of whose loan are used in whole or in part to refinance the Loan, this Agreement shall also inure to the benefit of such mortgagee, beneficiary or holder. In such event, all references herein to Lender shall also refer to such mortgagee, beneficiary or holder, and all references to the Mortgage shall also refer to such mortgage, deed of trust or security instrument. Landlord and Tenant agree to execute such documents as any such mortgagee, beneficiary or holder may reasonably request to confirm the provisions of this Agreement.

14. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

15. This Agreement may be executed in counterparts. If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE - SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS:

David J. Rudolph
Title: Vice President
[Seal]

LENDER:

NATIONAL CITY BANK OF PENNSYLVANIA,
a national banking association

By: Toni Solez
Name: Lori SOLEZ
Title: VP

Title:
[Seal]

LANDLORD:

DUBOIS REALTY PARTNERS, L.P., a
Pennsylvania limited partnership

By: Michael Joseph Acquisition Corporation,
a Pennsylvania Corporation,
its general partner

By: Kevin Dougherty
Name: KEVIN DOUGHERTY
Title: PRESIDENT

Title:
[Seal]

TENANT:

CHARLES W. ADAMS, JR. AND CELIA J. ADAMS

By: Charles W. Adams Jr.
Name: _____
Title: _____

Title:
[Seal]

By: Celia Adams
Name: _____
Title: _____

[Add all Guarantors as Signatories.]

STATE OF PENNSYLVANIA

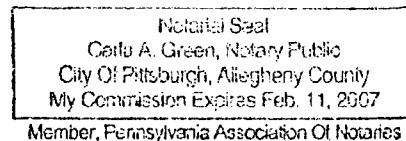
COUNTY OF ALLEGHENY

On this 14 day of JUNE, 2003, before me, a notary public, personally appeared Lori Soles, who acknowledged himself/herself to be the VICE PRESIDENT of **National City Bank of Pennsylvania**, a national banking association, and that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself/herself as such officer.

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

Carla A. Green

Notary Public



My commission expires:

STATE OF PENNSYLVANIA

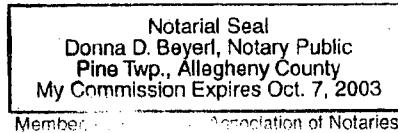
COUNTY OF ALLEGHENY

On this 16TH day of JUNE, 2003, before me, a notary public, personally appeared KEVIN DOUGHERTY, who acknowledged himself/herself to be the PRESIDENT of **Dubois Realty Partners, L.P.**, a Pennsylvania limited partnership, and that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself/herself as such officer.

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

Donna D. Beyerl
Notary Public

My commission expires:

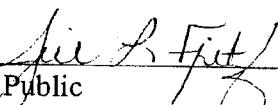


STATE OF Pennsylvania

COUNTY OF Clearfield

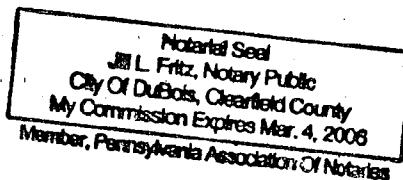
On this 11th day of June, 2003, before me, a notary public, personally appeared Charles W. Adams, who acknowledged himself/herself to be the co-owner of Black Forest Furniture, a retail business, and that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself/herself as such officer.

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



Notary Public

My commission expires:

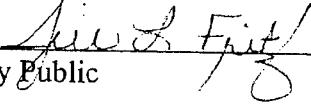


STATE OF Pennsylvania

COUNTY OF Clearfield

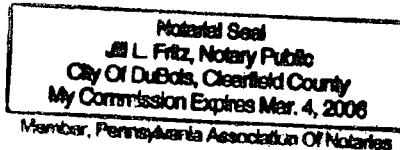
On this 11th day of June, 2003, before me, a notary public, personally appeared Celia J Adams, who acknowledged himself/herself to be the CO-OWNER of Black Forest Furniture, a retail business, and that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself/herself as such officer.

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



Notary Public

My commission expires:



**CEDAR
SHOPPING CENTERS, INC.**

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

August 20, 2004

Charles & Celia Adams
Black Forest Furniture
308 Commons Drive
Dubois, PA 15801

Re: The Commons
Dubois, PA
NOTICE OF DEFAULT

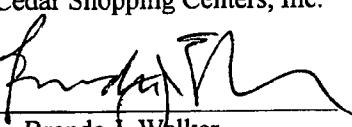
PLEASE TAKE NOTICE that pursuant to the Lease, you are hereby advised that you are in default and in violation of your tenancy, to wit:

Failure to pay rent and additional rent due through August, 2004 in the sum of **ONE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS (\$1,820.00)**.

PLEASE TAKE FURTHER NOTICE that in the event you fail to cure said violation within ten (10) days of this notice, the undersigned Landlord shall pursue such remedies as it deems appropriate, which may include, without limitation, termination of your tenancy, re-entry of your Premises and/or any other remedy provided in your Lease or at law.

Dated: August 20, 2004
Port Washington, New York

Cedar Dubois, LLC
By: Cedar Shopping Centers Partnership, L.P.
By: Cedar Shopping Centers, Inc.

By: 
Brenda J. Walker
Vice President

cc: Stuart Widowski, Esq.

Exhibit "B"

09-09-04

To whom this may concern,

I am writing concerning 308 Commons St.,
Dubois, PA 15801. Black Forest Furniture.

As I have informed you in the past, I
am no longer able to keep the store open.
I have had all the utilities shut off and
the store has been emptied. The sign out
front will be removed by Sept 18th, 2004.

Enclosed please find the keys we had
in our possession.

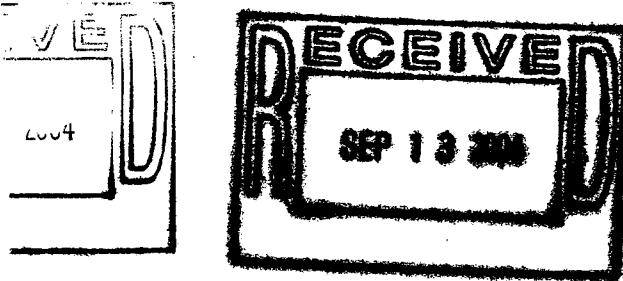
Sincerely,

Charles D. Adams Jr.

bottom of envelope was
ripped open already

no key in
envelope.

Exhibit "C"



Amey

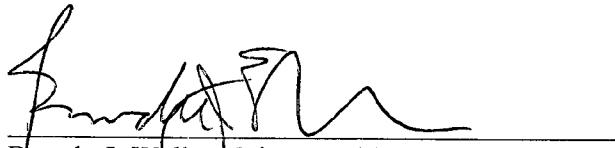
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

CEDAR DUBOIS, LLC,)
)
 PLAINTIFF,)
) No. 04-_____ -CD
 v.)
)
 CHARLES W. ADAMS, JR., and)
 CELIA J. ADAMS,)
)
 DEFENDANT.)

VERIFICATION

I, Brenda J. Walker, Vice President of the general partner of the sole member of Cedar DuBois, LLC, Plaintiff, does hereby swear and affirm that I have read the foregoing and attached CIVIL COMPLAINT in the above captioned matter, and that to the best of my information, knowledge and belief, the facts as set forth therein are true and correct. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 15TH day of October, 2004.



Brenda J. Walker, Vice-President;
Cedar DuBois, LLC, Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

CEDAR DUBOIS, LLC

VS.

ADAMS, CHARLES W. JR. & CELIA J.

COMPLAINT

Sheriff Docket # 16545

04-1695-CD

SHERIFF RETURNS

NOW NOVEMBER 3, 2004 AT 2:15 PM SERVED THE WITHIN COMPLAINT ON CHARLES W. ADAMS JR., DEFENDANT AT RESIDENCE, 597 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHARLES W. ADAMS JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/DEHAVEN

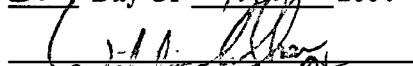
NOW NOVEMBER 3, 2004 AT 2:15 PM SERVED THE WITHIN COMPLAINT ON CELIA J. ADAMS, DEFENDANT AT RESIDENCE, 597 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CELIA J. ADAMS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/DEHAVEN

Return Costs

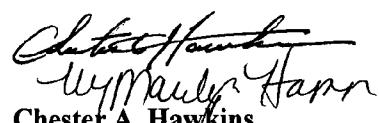
Cost	Description
52.87	SHERIFF HAWKINS PAID BY: ATTY CK# 1621
20.00	SURCHARGE PAID BY: ATTY CK# 1622

Sworn to Before Me This

30th Day Of Nov 2004


WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


Chester A. Hawkins
Sheriff

E.G.K.
FILED
09:30 AM
NOV 30 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

CEDAR DUBOIS, LLC, :
PLAINTIFF, : No. 04-1695-CD
v. :
CHARLES W. ADAMS, JR., and :
CELIA J. ADAMS, :
DEFENDANTS : Type of Pleading:
 : **PRAECIPE TO ENTER**
 : **JUDGMENT BY DEFAULT**
 : Filed By:
 : Plaintiff
 :
 : Counsel of Record:
 : Theron G. Noble, Esquire
 : Ferraraccio & Noble
 : 301 East Pine Street
 : Clearfield, PA 16830
 : (814)-375-2221
 : PA I.D.#: 55942
 :
 :

FILED
M 1:54 313 Notices of
Sufficiency
DEC 17 2004

William A. Shaw
Prothonotary

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

CEDAR SHOPPING CENTERS, INC.,)
)
 PLAINTIFF,)) No. 04- 1695 -CD
 v.)
)
 CHARLES W. ADAMS, JR., and)
 CELIA J. ADAMS,)
)
 DEFENDANT.)

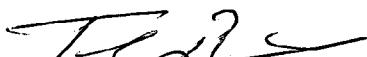
PRAECIPE TO ENTER JUDGMENT BY DEFAULT

To: William A. Shaw, Prothonotary

Date: December 16, 2004

Please enter JUDGMENT, in favor of Plaintiff and against Defendants, jointly and severally, in the amount of \$26,390, plus interest and costs. I hereby certify that a NOTICE OF DEFAULT, a true and correct copy of which are attached hereto as Exhibit "A", was sent to each defendant, more than ten (10) days ago and no responsive pleading has been received as of this date. Attached hereto as Exhibit "B" are the US Mail Certificates of Mailing evidencing the same.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

CEDAR SHOPPING CENTERS, INC.,)

PLAINTIFF,)

v.)

CHARLES W. ADAMS, JR., and)
CELIA J. ADAMS,)

DEFENDANT.)

No. 04- 1695 -CD

COPY

To: Defendant Charles W. Adams, Jr.
597 Treasure Lake
DuBois, PA 15801

Date: December 2, 2004

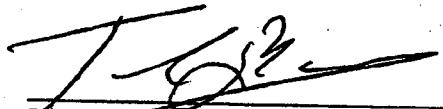
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU AS TO PLAINTIFF'S CIVIL COMPLAINT. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

David Meholic, Court Administrator
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

Exhibit "A"

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

CEDAR SHOPPING CENTERS, INC.,

PLAINTIFF,

v.

CHARLES W. ADAMS, JR., and
CELIA J. ADAMS,

DEFENDANT.

)
No. 04- 1695 -CD

COPY

To: Defendant Celia J. Adams,
597 Treasure Lake
DuBois, PA 15801

Date: December 2, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU AS TO PLAINTIFF'S CIVIL COMPLAINT. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

David Meholick, Court Administrator
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

Respectfully Submitted,



T G. Noble
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From: **ATHERON G. NOBLE, Esq.**
Ferraraccio & Noble
301 East Pine St.
Clearfield, PA 16830
(814)-375-2221



2001 PA 15801
DEC 2
Mon
USPS

POSTAL SERVICE

00058654-05
\$0.90

U.S. POSTAGE
PAID
DUBOIS, PA
DEC 15 2001
AMOUNT

One piece of ordinary mail addressed to:

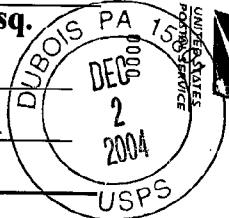
Charles W. Adams, Jr.
597 Treasure Lake
DuBois, PA 15801

PS Form 3817, Mar. 1989

*U.S.GPO:1991-0-282-404/2

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From: **ATHERON G. NOBLE, Esq.**
Ferraraccio & Noble
301 East Pine St.
Clearfield, PA 16830
(814)-375-2221



DUBOIS PA 15801
DEC 2
2004
USPS

UNITED STATES
POSTAL SERVICE

00058654-05
\$0.90

U.S. POSTAGE
PAID
DUBOIS, PA
DEC 15 2001
AMOUNT

One piece of ordinary mail addressed to:

Celia J. Adams
597 Treasure Lake
DuBois, PA 15801

PS Form 3817, Mar. 1989

*U.S.GPO:1991-0-282-404/2

Exhibit "B"

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

CEDAR SHOPPING CENTERS, INC.,)
PLAINTIFF,)
v.)
CHARLES W. ADAMS, JR., and)
CELIA J. ADAMS,)
DEFENDANT.)
No. 04-1695-CD

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 16th day of December, 2004, that I did mail a true and correct copy of Plaintiff's PRAECIPE TO ENTER JUDGMENT BY DEFAULT, to the pro se defendants, at the below addresses, by depositing the same in the United States Mail, first class, postage prepaid:

Respectfully Submitted,

Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

CEDAR SHOPPING CENTERS, INC.,)
)
 PLAINTIFF,) No. 04- 1695 -CD
 v.)
)
 CHARLES W. ADAMS, JR., and)
 CELIA J. ADAMS,)
 DEFENDANT.)

NOTICE OF ENTRY OF JUDGMENT

To: Charles W. Adams, Jr., Defendant

Notice is hereby given that JUDGMENT has been entered against you, in the amount of
\$26,390, plus interest and costs, on the _____ day of December, 2004.

William A. Shaw, Prothonotary

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

CEDAR SHOPPING CENTERS, INC.,)
)
 PLAINTIFF,) No. 04- 1695 -CD
)
 v.)
)
 CHARLES W. ADAMS, JR., and)
 CELIA J. ADAMS,)
)
 DEFENDANT.)

NOTICE OF ENTRY OF JUDGMENT

To: Celia J. Adams, Defendant

Notice is hereby given that JUDGMENT has been entered against you, in the amount of
\$26,390, plus interest and costs, on the _____ day of December, 2004.

William A. Shaw, Prothonotary

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

Cedar DuBois, LLC
Plaintiff(s)

No.: 2004-01695-CD

Real Debt: \$26,390.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Charles W. Adams
Celia J. Adams
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 17, 2004

Expires: December 17, 2009

Certified from the record this 17th day of December, 2004

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

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

CEDAR DUBOIS, LLC,)
)
 PLAINTIFF,)) No. 04- 1695 -CD
 v.))
)
 CHARLES W. ADAMS, JR., and))
 CELIA J. ADAMS,))
 DEFENDANTS.))

6K
FILED ICCA
01/24/01 2 wnts to
JAN 27 2005 to Shaff

William A. Shaw 2 wnts to
Prothonotary/Clerk of Courts Atty
Atty pd. 2000

PRAECIPE FOR WRIT OF EXECUTION

To: Clearfield County Prothonotary

Date: January 27, 2005

Kindly issue a Writ of Execution in the above captioned matter directed to the Sheriff of Clearfield County, Pennsylvania, as follows:

1. Index this Writ against:

Charles W. Adams, Jr.; and
Celia J. Adams;

2. Property owned by these defendants is as follows:

Physically located at Section 4, Lot 50 "Trinidad", in the Treasure Lake Subdivision, Sandy Township, Clearfield County Pennsylvania, identified in Clearfield County Tax Maps as parcel #128-C2-4-50-21, with legal description as follows:

ALL that certain tract of land designated as Section 4, Lot 50 "Trinidad", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in Clearfield County Misc. Docket Map File No. 24.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Being a portion of the same premises conveyed to Defendants by John P. Yingling and Debra B. Yingling, husband and wife, by deed dated December 12, 1996, and recorded the December 16, 1996, at the Clearfield County Recorder's office at Deed Book Volume 1809, Page 505.

3. Amount Due:

(i) Balance.....	\$26,390.00
(ii) Additional Interest.....	\$ to be added
(iii) Costs of Suit.....	<u>\$ to be added</u>

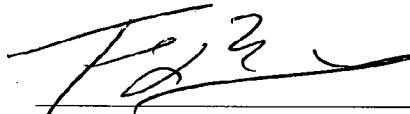
Preliminary Total.....\$26,390.00

125.00

Prothonotary costs

Final Total.....\$

Respectfully Submitted,



T G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

CEDAR DUBOIS, LLC,)
)
 PLAINTIFF,)) No. 04- 1695 -CD
 v.)
)
 CHARLES W. ADAMS, JR., and)
 CELIA J. ADAMS,)
)
 DEFENDANT.)

AFFIDAVIT PURSUANT TO PA.R.CIV.P. 3129.1

Cedar DuBois, LLC, by and through its counsel of record, Theron G. Noble, Esquire, sets forth as of the 26th day of January, 2005, information concerning the property located at Section 4, Lot 50, "Trinidad", Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, more fully described on Exhibit "1", attached hereto.

1. The reputed owner of the properties are the defendants, Charles W. Adams, Jr., and Celia J. Adams, husband and wife, each with a last known mailing address of 597 Treasure Lake, DuBois, PA 15801. These are the only known owners.

2. The judgment in this matter has been entered against:

A) Charles W. Adams, Jr.; and

B) Celia J. Adams

each with a last known address as above stated.

3. Other than the JUDGMENT entered by Plaintiff, there are no other judgments of record.

4. Howard Hanna Financial Services, Inc., P.O. Box 2026, Flint, MI 48501-2026 holds the first mortgage, entered of record as instrument no.: 20030303150. There is also a second mortgage,

being a line of credit, in favor of First Commonwealth Bank, address 5 North Main Street, DuBois, PA 15801.

5. In that this property is located in Treasure Lake, subject to its deed restrictions, one could say that Treasure Lake Property Owners Association has a standing lien against the property. The TLPOA address is 13 Treasure Lake, DuBois, PA 15801.

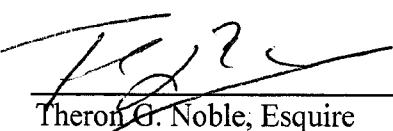
6. There are no other person or entities known to have a record interest which might be affected by the sale of these properties.

7. Plaintiff has no other knowledge of any other person or entity who has any interest which might be affected by the sale in these properties.

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge, information or belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. 4904 relating to unsworn falsifications to authorities.

11/26/03

Date



T G. Noble, Esquire
Counsel for Plaintiff

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

COPY

CEDAR DUBOIS, LLC,

)

)

PLAINTIFF,

)

)

No. 04- 1695 -CD

v.

)

)

CHARLES W. ADAMS, JR., and
CELIA J. ADAMS,

)

)

DEFENDANTS.

)

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have any exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted. You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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

David Meholick, Court Administrator
231 E. Market Street
Clearfield, PA 16830
(814)-765-2641

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CLEARFIELD)

WRIT OF EXECUTION

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Charles W. Adams, Jr., and Celia J. Adams, Defendants,

(1) you are directed to levy upon the property of the defendants, located at Section 4, Lot 50 "Trinidad", in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, and sell their interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of _____ (garnishee), and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for account of the defendant and from delivering any of the property of the defendant or otherwise disposing thereof;

(3) if the property of the defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due.....\$26,390
Interest from November 12, 2004.....\$ to be added
Costs of Suit.....\$ to be added

125.00

William A. Shaw, Prothonotary

Prothonotary costs

Seal of the Court

By: William A. Shaw
Deputy

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided for by law

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

CEDAR DUBOIS, LLC,)
)
 PLAINTIFF,) No. 04- 1695 -CD
 v.)
)
 CHARLES W. ADAMS, JR., and)
 CELIA J. ADAMS,)
)
 DEFENDANTS.)

CLAIM FOR EXEMPTION

To the Sheriff of Clearfield County:

I, _____, Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

_____ (i) set aside in kind (specify property to be set aside in kind):

_____ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis for exemption):

(2) From my property which is in the possession of a third party, I claim the following exemption:

(a) my \$300 statutory exemption: _____ in cash _____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$ _____;

(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at (address and telephone number):

I verify that the statements made in this CLAIM FOR EXEMPTION are true and correct. I understand that false statements herein re made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: This _____ day of _____, 200____.

Signature: _____
Defendant

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

**Clearfield County Courthouse
231 E. Market Street
Clearfield, PA 16830
(814)-765-2641**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20099
NO: 04-1695-CD

PLAINTIFF: CEDAR DUBOIS, LLC

vs.

DEFENDANT: CHARLES W. ADAMS, JR. AND CELIA J. ADAMS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/27/2005

LEVY TAKEN 04/15/2005 @ 8:45 AM

POSTED 04/15/2005 @ 8:45 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 08/01/2005

DATE DEED FILED **NOT SOLD**

FILED
07.2005
AUG 01 2005
wm

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

04/20/2005 @ 2:30 PM SERVED CHARLES W. ADAMS, JR.

SERVED CHARLES W. ADAMS, JR, DEFENDANT, AT HIS RESIDENCE 597 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHARLES W. ADAMS, JR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

04/20/2005 @ 2:30 PM SERVED CELIA J. ADAMS

SERVED CELIA J. ADAMS, DEFENDANT, AT HER RESIDENCE 597 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CELIA J. ADAMS

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, MAY 16, 2005 RECEIVED A LETTER FROM ATTORNEY CONCERNING BANKRUPTCY FILING BY THE DEFENDANTS. THE SHERIFF STAYED THE SALE.

@ SERVED

NOW, JULY 29, 2005 RETRUN THE WRIT DUE TO DEFENDANTS FILING BANKRUPTCY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20099
NO: 04-1695-CD

PLAINTIFF: CEDAR DUBOIS, LLC

vs.

DEFENDANT: CHARLES W. ADAMS, JR. AND CELIA J. ADAMS

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$215.61

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
By *Anthony Butter-Appleton*
Chester A. Hawkins
Sheriff

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

CEDAR DUBOIS, LLC,)
)
 PLAINTIFF,)) No. 04- 1695 -CD
 v.)
)
 CHARLES W. ADAMS, JR., and)
 CELIA J. ADAMS,)
)
 DEFENDANTS.)

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have any exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted. You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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

David Meholick, Court Administrator
231 E. Market Street
Clearfield, PA 16830
(814)-765-2641

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CLEARFIELD)

WRIT OF EXECUTION

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Charles W. Adams, Jr., and Celia J. Adams, Defendants,

(1) you are directed to levy upon the property of the defendants, located at Section 4, Lot 50 "Trinidad", in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, and sell their interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of _____ (garnishee), and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for account of the defendant and from delivering any of the property of the defendant or otherwise disposing thereof;

(3) if the property of the defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due.....	\$26,390
Interest from November 12, 2004.....	\$ to be added
Costs of Suit.....	<u>\$ to be added</u>

125.00

William A. Shaw, Prothonotary

Prothonotary costs

Seal of the Court

By: William A. Shaw 11/27/05
Deputy

Received January 27, 2005 @ 3:30 P.M.

Chestn A. Hawkins

By Amherst Butler-Coughenour

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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CEDAR DUBOIS, LLC,

)

PLAINTIFF,

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v.

) No. 04- 1695 -CD

CHARLES W. ADAMS, JR., and
CELIA J. ADAMS,

)
)

DEFENDANTS.

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I verify that the statements made in this CLAIM FOR EXEMPTION are true and correct. I understand that false statements herein re made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: This _____ day of _____, 200____.

Signature: _____
Defendant

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

**Clearfield County Courthouse
231 E. Market Street
Clearfield, PA 16830
(814)-765-2641**

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME CHARLES W. ADAMS, JR.

NO. 04-1695-CD

NOW, August 01, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Charles W. Adams, Jr. And Celia J. Adams to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	26,390.00
SERVICE	15.00	INTEREST @	0.00
MILEAGE	15.39	FROM TO	
LEVY	15.00		
MILEAGE	15.39	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.44	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	15.39	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT		TOTAL DEBT AND INTEREST	\$26,430.00
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	190.64
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$215.61	LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	215.61
REGISTER & RECORDER		LEGAL JOURNAL COSTS	162.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$693.25

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

Open New Bankruptcy Case**U.S. Bankruptcy Court****Western District of Pennsylvania**Notice of Bankruptcy Case Filing

The following transaction was received from Lees, Earle D. entered on 5/12/2005 at 8:19 AM EDT and filed on 5/12/2005

Case Name: Charles W Adams and Celia J. Adams

Case Number: 05-71056

Document Number: 1

Docket Text:

Chapter 7 Voluntary Petition. Receipt Number CC, Fee Amount \$ 209 Filed by Charles W Adams Jr., Celia J. Adams Government Proof of Claim due by 11/8/2005. Declaration Re: Electronic Filing due 5/27/2005. (Lees, Earle)

The following document(s) are associated with this transaction:

Document description: Main Document

Original filename: C:\Documents and Settings\Owner\Local Settings\Temp\petition.pdf

Electronic document Stamp:

[STAMP_bkecfStamp_ID=1000342144 [Date=5/12/2005] [FileNumber=3801304-0] [8ac9181aff55a60a794d3a78697edac104fe19db0ef305138c1b24d0ffb1714aee1 9315fa98effc1e98dc8e6b248d138460c68d92df1a663e057d6b95bdd46ac]]

05-71056 Notice will be electronically mailed to:

Earle D. Lees duboislawoffice@adelphia.net, earlelees@penn.com

05-71056 Notice will not be electronically mailed to: