

Clfd. Co. Eco. Dev. Corp v. Eric Luvaas et al
2005-572-CD

05-572-CD
CCEDC vs. Eric Luvaas et al

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

Clearfield County Economic
Development Corporation,
Plaintiff

*
*

-vs-

Eric Luvaas, individually and
Eric Luvaas t/d/b/a,
Millie's Bucktails
Defendants

* Docket No. *05-572-CD*

*

Type of Pleading:
COMPLAINT

Filed on behalf of:
PLAINTIFF: Clearfield County Economic
Development Corporation

Counsel of record for
this party:

Dwight L. Koerber, Jr., Esq.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

②
FILED 4cc Atty Koerber
01/11/2005 Atty pd \$5.00
APR 21 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

Clearfield County Economic Development Corporation, Plaintiff	*	
-vs-	*	Docket No.
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	*	
	*	

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action 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 within twenty (20) days. 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 relief claimed in the complaint by the plaintiff. A judgment may also be entered against you for any other claim or relief requested in these papers by plaintiff. You may lose money or property or other rights important to you.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 32

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

Clearfield County Economic Development Corporation, Plaintiff	*
-vs-	*
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	Docket No.
	*
	*

COMPLAINT

COMES NOW, Plaintiff Clearfield County Economic Development Corporation, by and through their attorney, Dwight L. Koerber, Jr., Esquire, and files the within Complaint against Defendants Eric Luvaas, individually and Eric Luvaas t/d/b/a Millie's Bucktails.

1. Plaintiff is Clearfield County Economic Development Corporation, a non-profit corporation with its principal place of business at 250 Technology Drive Suite 1, Clearfield, Pennsylvania, 16830.
2. Defendants are Eric Luvaas, individually, and Eric Luvaas, t/d/b/a Millie's Bucktails, who have a business address of 14 Industrial Drive, Suite #3, DuBois, Pennsylvania, 15801 and a home address of 125 Center Street, St. Marys, Pennsylvania, 15857.
3. Eric Luvaas, as an individual, has done business and traded under the name of Millie's Bucktails.
4. For the purposes of this Complaint, when the term "Defendant" is used, it will refer to both Eric Luvaas and his trading name of Millie's Bucktails.

5. On August 1, 2003, Plaintiff, as an agent of the Dubois Area Economic Development Corporation, entered into a 3-year lease with Defendant covering certain space that Defendant would use and occupy located on Lot #2 of the Sandy Township Development Industrial Park, where a certain building was erected which was identified as a Business Incubator Building.

6. Attached hereto as Exhibit A is a true and correct copy of the August 1, 2003 Lease Agreement.

7. On December 1, 2003, the Clearfield County Economic Development Corporation acquired ownership of the said Business Incubator Building, owned by the DuBois Area Economic Development Corporation. Attached hereto as Exhibit B is a true and correct copy of the deed identifying Plaintiff's ownership of the said property.

8. Under the terms of the lease between Plaintiff and Defendant, Defendant is required to pay monthly rent in the amount of \$432.67, plus utilities and certain common area fees, as more fully set forth and identified in the terms of the lease.

9. Notwithstanding the fact that Defendant is required to make monthly payments of its lease and other related fees, Defendant has failed and refused to make payments as required. Attached hereto as Exhibit C is a copy of the tenant activity account dated March 24, 2005, showing Defendant to be in arrears as of that date in the amount of \$5,900.45.

10. Plaintiff has made demand of Defendant directing him to bring his arrearages current, but Defendant has ignored and failed to comply with the demands of

Plaintiff.

11. Multiple demand notices have been sent, demonstrating that Plaintiff has informed Defendant that he is in arrears and is therefore in default of his payment obligations under the lease. Plaintiff is attaching hereto as Exhibit D a copy of the January 21, 2005 notice which shows that Defendant is in default and directs that he remove himself from the premises.

12. Attached hereto as Exhibit E is a copy of the March 24, 2005 notice sent to Defendant, which also notifies Defendant that he is in default.

13. Pursuant to paragraph 13 of the lease, when Defendant is in default of his obligations under the lease, it results in the remaining balance of the term and payment owed under the lease becoming immediately due.

14. Under the terms of the 3-year lease entered into between the parties, there are 17 additional months due and owing under the lease, amounting to \$7,355.39 (17 X \$432.67).

15. In addition to the future rent that is now due and owing, and the past-due rental and utility payments that are due and owing, Defendant also owes utility bills covering the period from February 17, 2005 to March 15, 2005 for electricity in the amount of \$445.79, from February 25, 2005 to April 15, 2005 for gas in the amount of \$657.24 and from January 21, 2005 to March 15, 2005 for water and sewer in the amount of \$94.23, with these 3 additional billings being supported by the invoices attached to the March 24, 2005 letter identified as Exhibit E of this Complaint.

16. In total, Defendant is in default and owes to Plaintiff the following sums of

money:

- (a) \$5,900.45 – Past rent due invoices for rent and utilities.
- (b) \$7,355.39 – Rent from remaining term of lease.
- (c) \$1,197.26 – Current utilities.
- (d) \$14,453.10 – Total

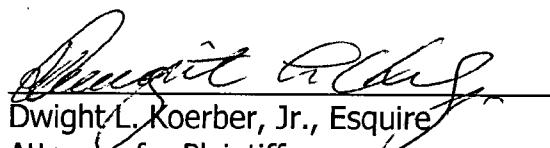
17. Under paragraph 13(c) of this lease, Defendant is required to pay the reasonable attorneys' fees that Plaintiff incurs as a result of Defendant's breach of any of the terms of the lease herein. Plaintiff hereby itemizes its attorney's fees, in the preparation and filing of this Complaint, as well as the prior demand letters, to be \$1,500.00, with the recognition that if ongoing procedures and litigation should be required in this case, additional attorney's fees will be incurred.

18. In total, the amount of money which Defendant owes to Plaintiff for breach of the terms of the August 1, 2003 lease is \$15,953.10.

19. Plaintiff has made demand of Defendant that it bring its payment obligations current, but Defendant has failed and refused to make payment.

WHEREFORE, Plaintiff prays that a judgment be entered in its favor and against Defendant in the amount of \$15,953.10, plus interest, costs of suit, and additional attorney's fees as provided under the August 1, 2003 lease.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff:
Clearfield County Economic Development Corporation

VERIFICATION

I certify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Robert A. Swales, Executive Director

DATE: 4-20-05

EXHIBIT A

Attached hereto as Exhibit A is a true and correct copy of the August 1, 2003 Lease
Agreement.

LEASE AGREEMENT

THIS AGREEMENT is made effective as of Aug. 6, 2003, by and between the **DUBOIS AREA ECONOMIC DEVELOPMENT CORPORATION**, a non-profit corporation formed and existing under the Non-Profit Corporation law of 1988, as amended, with a business address of 3 South Brady Street, DuBois, Pennsylvania, 15801 hereinafter referred to as "Lessor";

A
N
D

Name: Millie's Bucktails

Type of Business - Sole Proprietorship

Business Address: 14 Industrial Drive, DuBois, PA 15801
referred to hereinafter as "Lessee";

WITNESSETH:

WHEREAS, Lessor is the owner of a certain building located on Lot 2 of the Sandy Township Developac Industrial Park, Clearfield County, Pennsylvania, such acreage consisting of approximately four acres, with improvements thereon;

WHEREAS, Lessor has entered an Agreement and Mortgage with the U.S. Department of Commerce, Economic Development Administration ("EDA"), which

requires certain consents in order for leasing to occur and to transfer the ownership of the premises to be demised herein to occur;

WHEREAS, Lessor has entered into a contract with the Clearfield County Economic Development Corporation ("CCEDC"), wherein it will be transferring the leased premises to that organization, with such transfer to first require the consent and approval of the EDA;

WHEREAS, the parties are entering into the present Agreement with the express understanding that it is conditioned upon the EDA first granting those consents and approvals that are necessary so as to permit the lease to the effective and the eventual transfer of ownership to the CCEDC to occur;

WHEREAS, it is understood that the terms and conditions of this Agreement are subject to the approval of the EDA, and that upon such approval, shall be effective upon the date specified on page 1 of this Agreement;

NOW THEREFORE, in consideration of the rents, terms, covenants and conditions set forth in this Agreement and Lessor and Lessee intending to be legally bound, the Lessor does hereby give, grant, demise and lease to the Lessee, in "as is" condition, the following property (hereinafter referred to as the "Leased Premises"):

A. The exclusive possession of the following described property:

1,298 square foot area as more fully identified on Appendix A, covering the designated area set forth therein, pertaining to the premises of Lessor, known as its Incubator Building on the said premises.

B. As an express condition of this Agreement and the entitlement of Lessee to begin occupancy, it is the obligation of Lessee to properly construct a partition wall separating the 1,298 square foot Leased Premises from other portions of the Incubator Building. The partition wall shall meet in all respects the specifications provided by Gwin Dobson & Foreman, Inc., of Altoona, Pa., the design engineers for the said Incubator Building. In signing this Agreement, Lessee warrants that it is familiar with the specifications, knows precisely what steps need to be followed in order to meet the specifications and will in all respects meet and satisfy the directives and specifications for constructing the said partition wall.

C. It shall be the exclusive responsibility of Lessee to construct and oversee the construction of said partition wall and to accomplish it so that it is possible to achieve its intended purpose. Lessee hereby agrees to indemnify and hold Lessor harmless for any and all claims, costs and expenses, including attorneys' fees, arising out of the construction of the said partition wall. Under no circumstances will Lessee permit the occupancy of the Leased Premises herein if there are any unsafe or unsuitable conditions for the Leased Premises. The parties recognize that Lessee assumes all responsibility for the proper, sufficient and safe construction of the partition wall and for any other modification necessary for the proper utilization of the Leased Premises.

D. This lease is net, net, net, in nature and as such a proportional share of real estate taxes, property and Lessor liability insurance, and maintenance will

be paid by the Lessee. For the purpose of applying proportionate shares, the footage of the multi-tenant facility that will be included in the proportionate charge allocation is 21,256 square feet. The Lessee shall share proportionately in the aforesaid expenses throughout the term of this lease. The formula for the proportionate share is as follows: Lessee's proportionate share shall be a fraction, the numerator of which is the square footage of the lease premises, and the denominator of which is the leasable square footage of the building within which the lease premises are located. Lessee shall pay its proportionate share of the aforesaid expenses within thirty (30) days after receipt of invoice from Lessor. The charge assessed to Lessee under this provision shall be capped so that when amortized over a twelve (12) month period that the charge does not exceed \$75.00 per month.

1. Term of Lease. The term of this Lease shall be for a 3 year period, commencing September 1, 2003, and extending until the end of the day of August 31, 2006.

2. (A) Rent. Lessee agrees to pay to Lessor as rent for the Leased Premises described above the sum of Five Thousand One Hundred Ninety Two Dollars (\$5,192.00) annually, payable in equal monthly installments of Four Hundred Thirty Two and 67/100 Dollars (\$432.67) commencing September 1, 2003.

Rent shall be payable on or before the 1st day of each month and a late charge of ten (10%) percent of the monthly payment shall be assessed as additional

rent in the event that the rent is not received within 10 days of the due date. The Lessee shall deposit the sum of \$500.00 as a security deposit, which shall not be applied as the last month's rent. Lessor shall not be required to establish an escrow account nor pay interest on the security deposit. The deposit shall be forwarded to the Lessee upon satisfactory inspection of Leased Premises within thirty (30) days after termination of the Lease. All rents, deposits, charges, and notices shall be made payable and or addressed to the "Clearfield County Economic Development Corporation", 209 East Locust Street, Clearfield, PA 16830. Lessor shall give notice to Lessee in event of a change in address within thirty (30) days of said change.

2. (B) Renewal Option. Upon expiration of the Initial Term provided Lessee is not in default of any terms, Lessor hereby grants to Lessee an option to renew this Lease Agreement, upon its exact terms and conditions for an additional term of three (3) years commencing September 1, 2006, and ending August 31, 2009 except that the rent for the renewal period will be Four Hundred Seventy Five Dollars and no cents (\$475.00) per month payable monthly in advance on the first day of each month for a total of thirty-six months. Lessee shall notify Lessor in writing, one hundred twenty (120) days prior to the expiration of the original term hereof, of its intention to renew this Lease Agreement.

2.(C) Holdover. After the expiration of the term of this Lease, if the Lessee shall continue in possession thereafter, such possession shall be on a month-to-month basis upon the same rental paid during the preceding expired term until termination at the end of a month by either party.

3. Common Area – Lessee shall be permitted to have reasonable access to the restroom facilities in the common area and shall also be permitted to use the conference room by prior appointment at specific scheduled times. Lessee's usage of the common area as provided herein shall be conducted in a fashion so as to not interfere with the common usage of other tenants of the common area. For the use of the common area, which includes a contribution toward water/sewer, interior electric lighting for the common area and exterior security lighting, there shall be a charge of \$75.00 per month, which shall be paid each month at the time that Lessee pays the rent as provided in paragraph 2 of this agreement.

4. Taxes. The subject property has been designated as Keystone Opportunity Zone (KOZ) property and is tax exempt through December 31, 2010. The Lessee shall share proportionately any property tax throughout the term and any extensions of this Lease. The formula for the proportionate share is as follows: Lessee's proportionate share shall be a fraction, the numerator of which is the square footage of the Leased Premises, and the denominator of which is the total leasable square footage of the building within which the Leased Premises are located. A photostatic copy of the tax bills and paid receipts shall be supplied by the Lessor to the Lessee and shall be sufficient evidence of the amount of taxes and for calculations of the amount to be paid by Lessee. Lessee's proportionate share of any tax bill will be calculated on the face payment amount of any such tax bill regardless of Lessors actual payment. The Lessor shall furnish the Lessee with this information on an annual basis.

Lessee shall pay the proportionate share to Lessor within thirty days of receipt of said tax bill.

5. Utilities. Under the current arrangement whereby utilities are provided to the subject building, there is one consolidated billing that is charged to Lessor. Lessor then sends a separate bill to each Lessee charging it according to the sub-meters installed in the premises leased to it. Lessee shall promptly pay, within no more than 30 days, the invoice which Lessor presents to it covering the utility charges that are documented by the sub-meters for Lessee's utilities, with these sub-utilities including gas, electric and water/sewer. Lessee shall arrange and pay for all garbage removal services for garbage/refuse that it generates.

6. Insurance. The Lessor shall carry and maintain fire and extended coverage insurance on the buildings and improvements constituting the Leased Premises for its own protection and not the protection of the Lessee. The Lessee shall share proportionately any insurance throughout the term of this Lease. The formula for the proportionate share is as follows: Lessee's proportionate share shall be a fraction, the numerator of which is the square footage of the Leased Premises, and the denominator of which is the leasable square footage of the building within which the Leased Premises are located. A photostatic copy of the insurance bills shall be supplied by the Lessor to the Lessee and shall be sufficient evidence of the amount of insurance premiums and for calculations of the amount to be paid by Lessee. Lessee shall pay its proportionate share of insurance premiums within thirty days after receipt of said bills.

The Lessor shall furnish the Lessee with this information annually. The Lessee shall carry and maintain public liability and property damage insurance on the Leased Premises, naming the Lessor as an additional insured thereon with a certificate of insurance to be furnished to Lessee with a thirty (30) day cancellation notice on it. The minimum limits of said insurance shall be Single Limit Liability Policy Each Occurrence \$1,000,000. If Lessee shall conduct any activity on the premises which shall cause an increase in the Lessor's insurance rates, Lessee shall pay the amount of the increase.

7. Use of Property. The Lessee shall use and occupy the Leased Premises for only light industrial manufacturing/assembly use and the Lessee shall obey and comply with all lawful requirements in any way affecting this Lease, the premises, the buildings or the use of the premises during any period of this Lease. In the event that the Lessee violates any governmental law, statute or regulation in its use of the leased premises, said violation shall constitute a default. Lessee shall inform the Lessor within ten (10) days of receipt of any citation, notice or enforcement action that is initiated against them and to advise the Lessor at that time and at reasonable intervals thereafter of the corrective actions they are taking.

Lessee is responsible for any and all liability, liens, claims, demands, damages, expenses, fees, costs (including, without limitation, court costs and attorney's and expert witness fees or fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature) arising or growing out or in any way connected with Lessee's negligence resulting in environmental contamination.

8. Repairs, Maintenance, and Alterations. The Lessor shall at all times during the term hereof, faithfully maintain and keep in good order and repair roof, exterior walls, and foundation, of the building containing the Leased Premises, and the adjoining sidewalks and parking areas. The Lessee shall at all times during the term thereof, faithfully maintain and keep in good order and repair the Leased Premises including but not limited to, where applicable, sewer connections, plumbing work, heating and air conditioning apparatus, gas, electric, light and water fixtures and shall pay all costs or expenses necessary for keeping the Leased Premises in good order and repair. Lessee shall be responsible for the repair of any damage to such items caused by Lessee.

The Lessee may alter, modify or improve the Leased Premises with prior written notification to the Lessor and the exact specifications are acceptable to the Lessor. Any such alterations, additions, improvements, and fixtures (except trade fixtures) made or placed in or upon the Leased Premises shall, upon expiration of this Lease, belong to the Lessor without compensation to the Lessee. Lessee shall comply with all applicable rules and regulations (including Pennsylvania Department of Labor and Industry) when making such alterations or improvements. Lessee shall with the aid of the Lessor file a KOZ tax exemption application on an annual basis. Lessee shall notify the Lessor prior to making applications for building permit. The Lessee will not permit any mechanics or other liens to be established or remain against the Leased Premises for labor or materials furnished in connection with any such additions,

improvements, repairs or replacements made by it. Lessee will record appropriate Mechanic's Lien Waivers prior to the commencement of any such additions, improvements, repairs, or replacements.

The Lessor shall not be liable for any damage or injury to the Leased Premises or any property therein contained which may be sustained by the Lessee or any other party, whether by reason of breakage, leakage, or obstruction of water pipes, gas pipes, soil pipes or other leakage in or about said Leased Premises, or the condition of any building thereon, or any part thereof, or from any other cause arising by virtue of the Lessee's use or occupancy of the premises; and the Lessee shall indemnify and hold harmless the Lessor from any and all damages, liabilities and expenses arising out of any improvement, alteration or repair on said building made by the Lessee, and from any and everything whatsoever arising from or out of occupancy by or use thereof by the Lessee, its agents, or servants.

9. Lawn Care, Parking and Snow Removal – The parties recognize that the subject building is a new building that is not yet fully occupied. Because of that, there are certain accommodations that must be made concerning lawn care, parking and snow removal, with these special provisions being as follows:

- (a) For parking, Lessee acknowledges that there are no preset or reserved parking areas for any of the Lessees. Lessee hereby agrees to avoid excessive utilization of the available parking spots. In addition, Lessee shall be reasonably cooperative with the other Lessees so as to enable a fair and equitable distribution of parking to occur. If the Lessees are not able to resolve issues directly between themselves, then the allocation of parking spots shall be on a "first come, first serve" basis.

(b) Snow removal and reasonable lawn maintenance shall be performed directly by Lessee in conjunction with other Lessees of the subject building (referred to herein as incumbent Lessees). It is understood that the incumbent Lessees shall jointly work with one another so as to arrange for and facilitate the lawn care and snow removal, doing so in a fashion so as to insure that the premises are kept in an aesthetically pleasing and safe manner. If the incumbent Lessees are not able to specifically agree upon implementation of the lawn care and snow removal obligations as provided herein, then Lessor shall have the option, but not the duty, of securing the services of a third party to perform these functions. If this occurs, Lessor shall distribute the cost of these services entirely to the incumbent Lessees, with the incumbent Lessees paying a proportionate share based upon the square footage of their lease space as compared to the total leased space that is held by the other Lessees in the subject building.

10. Damage and Destruction. Should the Leased Premises be damaged or destroyed by fire, tornado, earthquake or other catastrophe, rendering the same unfit for conduct of the Lessee's business therein, the Lessor may elect to restore or rebuild such Leased Premises to the condition existing before such catastrophe. Any restoration so undertaken by the Lessor shall be at the Lessor's expense and shall be completed within one hundred (180) days from said catastrophe, during which time this Lease shall remain in effect, and there shall be an abatement of rent from the date of such catastrophe.

Should the Lessor elect not to restore the Leased Premises, or be unable to do so within 180 days, then this Lease may be terminated by either party upon written notice to the other.

11. Indemnity and Waiver of Claim. The Lessee shall defend, indemnify and save harmless Lessor and its agents and employees against and from all

liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed or incurred by or asserted against Lessor and/or its agents and employees, by reason of any of the following which shall occur during the term of this lease or extension of this lease:

- (a) Any work or act done on the leased premises at the direction of the Lessee, its agents, employees, licensees and invitees, except that work which is done specifically by Lessor on the premises;
- (b) Any negligence or wrongful act or omission on the part of Lessee or its agents, contractors, subcontractors, licensees or invitees;
- (c) Any accident, injury or damage to any person or property occurring in, on or about the demised premises, unless caused by the gross negligence or willful misconduct of Lessor, its employees or agents; and
- (d) Any failure on the part of Lessee to perform or comply with any covenant, term, provision or condition or term contained in this lease.

12. Termination. Upon the termination of the Lessee's rights hereunder, the Lessee will surrender possession of the Leased Premises to the Lessor together with the buildings and improvements thereon, in good condition and repair, pursuant to the obligations imposed by Paragraph 6 hereof, which premises, buildings and improvements shall thereupon revert to and become the property of the Lessor to have and to hold in fee simple, free of all claims of the Lessee, its successors or assigns.

All machinery, equipment, trade fixtures and other property forming a part of the contents of the Leased Premises introduced into it by the Lessee in furtherance of its business shall remain and be the property of the Lessee and shall be subject to its

removal unless authorized by Lessor to leave such property; provided, however, that the Lessee shall be obligated to restore the Leased Premises to its original condition. Any personal property of Lessee not removed from Leased Premises within thirty (30) days of termination of the Lease shall be deemed abandoned and become the property of the Lessor.

13. Default. The Lessee covenants and agrees to pay the rent hereinabove reserved and agreed to be paid to Lessor. If the Lessee shall be in default in the payment of any rent hereunder, or in the payment of any real estate taxes, insurance, utility bills or if the Lessee shall make any assignment or sublease without the consent of the Lessor, or if the Lessee shall be responsible for the destruction of any property of the Lessor or any other tenants, a default hereunder shall occur, immediately upon notice by Lessor to Lessee. If the Lessee shall be in default in the performance of any of the covenants or conditions hereof, and shall fail to correct and rectify and such default within ten (10) days from the receipt of written notice thereof from the Lessor, or if Lessee shall be adjudicated as bankrupt or make any assignment for the benefit of creditors, or if the interest of the Lessee herein shall be sold under execution or other process, an event of default shall have occurred hereunder.

A. Upon the occurrence of an event of default, the Lessor may enter into said premises, and again have and repossess the same as if this Lease had not been made and shall thereupon have the right to cancel this Lease, without prejudice, however, to the right of the Lessor to recover any rent due at the time of the such re-

entry, and Lessee shall, nevertheless, remain liable to Lessor in a sum equal to all basic and additional rent herein reserved for the balance of the term herein originally granted, which sum, at the option of the Lessor, shall become immediately due and payable. In case of any default and re-entry, the Lessor may re-let said premises from time to time during the remainder of the term hereof for a reasonable rent and may recover from Lessee any deficiency between such amount and the rent herein reserved, plus all reasonable expenses relating to the retaking, repairing and re-letting of said premises. Suits for the recovery of any such deficiency or, for the balance of the rent herein reserved, may be brought by Lessor from time to time at Lessor's election, and Lessor shall not be required to await the date whereon the term of this Lease would have expired had there been no default to bring such suit.

B. The rights and remedies given to the Lessor in this Lease are distinct, separate and cumulative remedies, and no one of them whether or not exercised by the Lessor, shall be deemed to be in exclusion of any of the others set forth herein, or any other remedy available to the Lessor in law or equity.

C. In the event that the Lessee shall breach any of the terms of this Lease, if Lessee shall be required to employ attorneys to protect or enforce its rights hereunder, then the Lessee agrees to pay the Lessor's reasonable attorney's fees so incurred.

14. Confession of Judgment.

— A. ~~Upon the occurrence of any event of default, Lessee hereby empowers~~

any prothonotary or any attorney of any court of record within the United States or elsewhere to appear for Lessee with declaration filed, and confess judgment against Lessee in favor of Lessor, its successors or assigns, as of any term, for any determined amount to which Lessor would be entitled as damages under the provisions hereof including also an attorney's fee for collection of the sum of fifteen (15%) percent of the total amount of such damages, together with costs of suit, and Lessee hereby waives all errors, defects and imperfections in entering said judgment or in any writ, or process, or proceeding thereon or thereto or in any wise touching or concerning the same; and for the confession and entry of such judgment, this Lease or a true and correct copy thereof shall be sufficient warrant and authority. The authority and power contained herein shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time and as often as there is an occurrence of any event of default; and furthermore such authority and power may be exercised during the original term or any extension or renewal thereof, or after the expiration or earlier termination of term hereof.

— B. When this Lease shall be terminated or canceled by reason of the breach of any provision thereof, and also as soon as the term hereby created or any renewal thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to file an agreement for entering in any court of competent jurisdiction and amicable action and confession in judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of the possession of the Leased

Premises, for which the Lease or a true and correct copy thereof shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of possession may issue forthwith, without any prior writ of 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 Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination or cancellation of this Lease as hereinbefore set forth, to bring one or more amicable action or actions as hereinbefore set forth to recover possessions as aforesaid.

C. Lessee acknowledges that it has been represented by counsel in connection with the negotiation of this lease, that it has read and discussed with such counsel the provisions herein relating to such confession of judgment, that it understands the nature and consequences of such provisions and that it and its guarantors have an income in excess of \$10,000 per year.

15. Condemnation.

In the event of condemnation proceedings, the Lessee hereby waives any and all damages which might otherwise be recoverable from the Lessor for any termination, whether total or partial, of this Lease by condemnation, except that the Lessee shall be entitled to recover appropriate damages from the condemner as may be provided by law.

16. Sign. Lessee shall not erect or install any exterior signs, or window or door lettering, or placards without previous written consent of the Lessor. Lessee

shall remove such sign, if any, upon the expiration of the Lease term. All signs shall confirm to pertinent Codes and ordinances, and to all regulations reasonably established by the Lessor.

17. Miscellaneous. The terms and conditions of this Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any action arising hereunder shall be brought in Clearfield County, Pennsylvania. The Lessor and the Lessee hereby consent and agree to personal jurisdiction in Clearfield County, Pennsylvania.

All notices required to be given under this Lease shall be given by hand delivery, courier delivery, certified or registered mail, addressed to the proper party at the last known address of said party.

This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns (when permitted hereunder).

No modification, amendment or alteration of the term of this Lease shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the Lessor and the Lessee.

18. Non-Discrimination. The Lessee agrees not to discriminate against any individual in its employment or in its hiring for employment on the basis of race, sex, religious affiliation, age ethnic origin or any other basis designated by law.

19. Additional Covenants.

- (a) Lessee understands and acknowledges by signature that this Lease is ultimately subject to approval by the Lessors Board or its designees.
- (b) Lessee shall furnish employment and other pertinent information to Lessor for state reporting purposes.
- (c) Time shall be of the essence for all purposes under this Lease.
- (d) Lessee agrees not to conduct any activity on the Leased Premises, which shall constitute a nuisance, or the noise or odor from which shall not be customary and acceptable in the area, or that will violate the performance standards of the Sandy Township Zoning Ordinance.
- (e) The Lessee will be responsible for interior improvements pertinent to his operation.
- (f) It is acknowledged however, that under no circumstances shall subleasing or assigning of Lessee's interest under this Agreement be permitted except through the written consent of Lessor.

20. Personal Guarantees – As a condition to accepting the terms and conditions of this lease, Lessor reserves the right to require personal guarantees on behalf of Lessee, at the time that this lease agreement is signed.

This Agreement shall be binding upon the respective heirs, executor, administrators, and successors and, to the extent assignable, on the assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Lease to be executed by their duly authorized officers on the year and day shown below:

LESSOR:

**DUBOIS AREA ECONOMIC
DEVELOPMENT CORPORATION**

By: 
Thomas A. Stojek, Agent and
Executive Director of the
Clearfield County Economic
Development Corporation

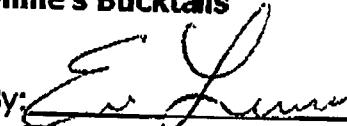
Date: 8/7/03

WITNESS:



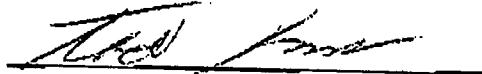
LESSEE:

Millie's Bucktails

By: 
Eric Luvaas, Owner

Date: 8-6-03

WITNESS:



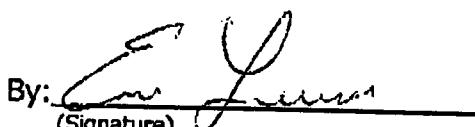
GUARANTEE

The undersigned individual hereby agrees to personally guarantee the full performance of all contractual obligations of Lessee under the terms of the aforesaid lease agreement.

By: _____
(Signature)

(Print Name)

Date: _____

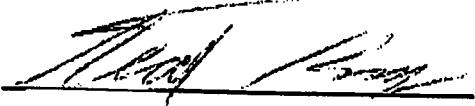
By: 
(Signature)

ERIC LUVAAS
(Print Name)

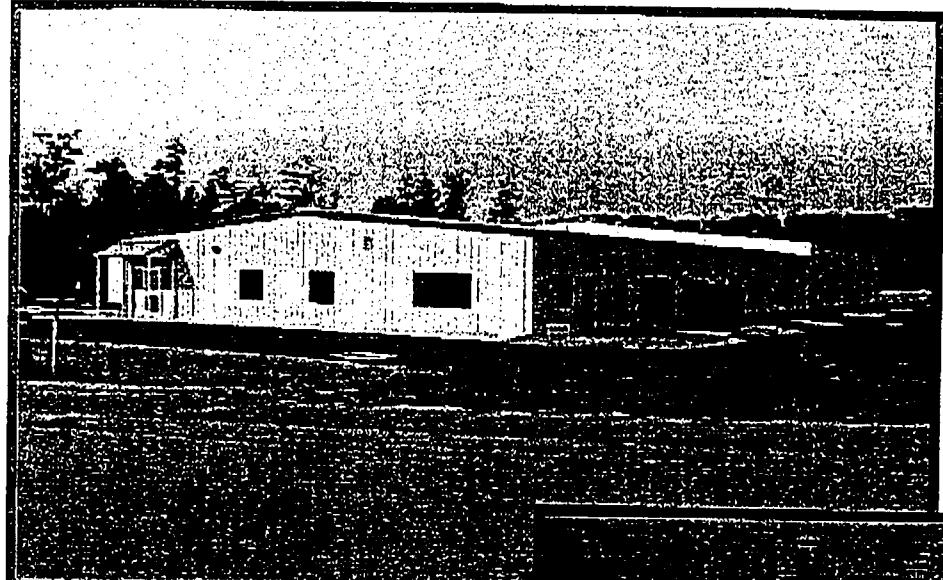
Date: 8-6-03

WITNESS:

WITNESS:



New Business Incubator



ADDRESS: Sandy Township/Developac Industrial Park,
Industrial Drive, DuBois, PA

SITE INFORMATION: 4 acres +/- Industrial zoning.
Keystone Opportunity Zone and
Select Site Designations providing many tax
incentives.

**BUILDING
INFORMATION:** + 21,256 SF usable building space.
Water, sewer, electric & gas.
6" concrete reinforced floors, shared
restrooms, conference room and dock area.
Eave heights of 12' & 16'.

LEASE PRICE: \$4.00 psf

GENERAL REMARKS: Off Interstate 80, PA Route 255, US Route
119/219. Local Economic Development
Corporation recently constructed this 27,177
square foot business incubator. This facility
contains several spaces ranging in size from
1,298 SF to 5,384 SF.



Shared Office Space



Interior Space

FOR MORE
INFORMATION,
PLEASE CONTACT:

**COLDWELL BANKER COMMERCIAL
DEVELOPAC REALTY**

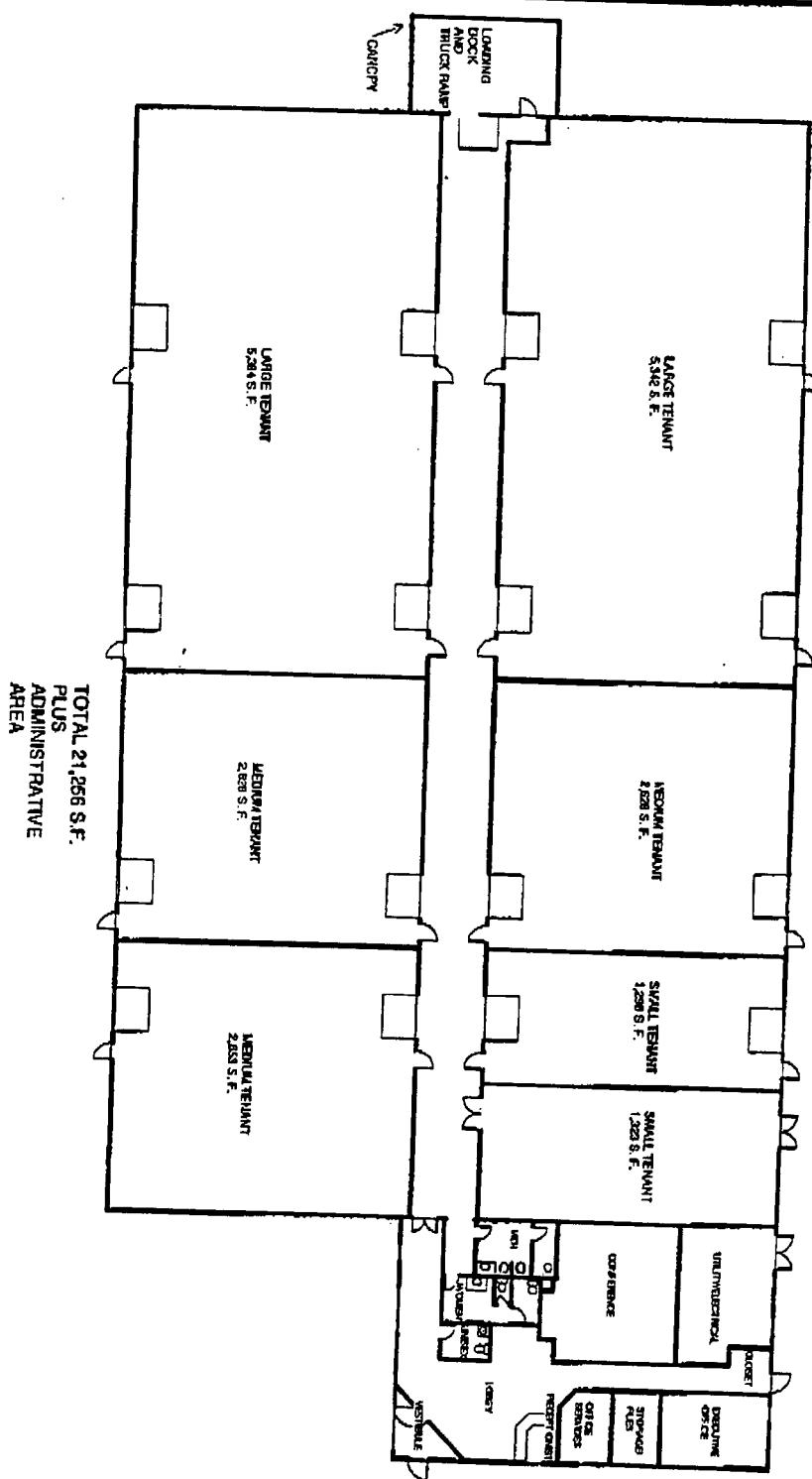
996 Beaver Drive
DuBois, PA 15801
(814) 375-0200
jvaracallo@developac.com
www.developac.com

2003 Coldwell Banker Real Estate Corporation. Coldwell Banker is a licensed trademark of Coldwell Banker Real Estate Corporation. An Equal Opportunity Company. Each Office is Independently Owned and Operated.



**COLDWELL
BANKER
COMMERCIAL**

Appendix "A"



**COLDWELL BANKER COMMERCIAL
DEVELOPAC REALTY**

**996 Beaver Drive
DuBois, PA 15801**

(814) 375-0200

jvaracallo@developac.com
www.developac.com

EXHIBIT B

Attached hereto as Exhibit B is a true and correct copy of the deed identifying Plaintiff's ownership of the said property.

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 37071

***RETURN DOCUMENT TO:**

Instrument Number - 200321808
Recorded On 12/1/2003 At 4:01:51 PM

DWIGHT KOERBER
110 NORTH 2ND ST
CLEARFIELD, PA 16830

***Instrument Type - DEED**

***Total Pages - 6**

Invoice Number - 102167

***Grantor - DUBOIS AREA ECONOMIC DEVELOPMENT CORPORATION**

***Grantee - CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORPORATION**

***Customer - KOERBER, DWIGHT**

***FEES**

RECORDING FEES -	\$15.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
TOTAL	\$30.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

County Parcel No. 128-C3-116

D E E D

MADE the 21st day of November, 2003, between **DuBois AREA ECONOMIC DEVELOPMENT CORPORATION**, a non-profit corporation formed and existing under the Non-Profit Corporation Law of 1988, as amended, with a business address at 3 South Brady Street, DuBois, Clearfield County, Pennsylvania, hereinafter called the **Grantor**

AND

CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORPORATION, a non-profit corporation formed and existing under the Non-Profit Corporation Law of 1988, as amended, with a business address at 209 East Locust Street, Clearfield, Clearfield County, Pennsylvania, hereinafter called the **Grantee**

WITNESSETH:

That in consideration of the sum of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

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

BEGINNING at a one-inch iron pipe set by this survey, said iron pipe being on the Western right of way for Industrial Drive (50 foot R/W) and being on a curve to the left, and also being the Southeast corner of the herein described parcel; thence South 84° 33' 19" West through the lands now or formerly of Developac, Inc., (Deed Book 1687, page 109, dated May 23, 1995, and recorded July 6, 1995) a distance of 78.00 feet to a one-inch iron pipe set by this survey; thence North 72° 24' 49" West through the lands now or formerly of Developac, Inc., (Deed Book 1687, page 109, dated May 23, 1985, and recorded July 6, 1995) a distance of 587.82 feet to a one-inch iron pipe set by this survey, said iron pipe being the Southwest corner of the herein described parcel; thence North 08° 54' 43" East through the lands now or formerly of Developac, Inc. (Deed Book 1687, page 109, dated May 23, 1995, and recorded July 6, 1995) a distance of 137.14 feet to a

one-inch iron pipe set by this survey, said iron pipe being on the City of DuBois and Sandy Township Line and also on the line of lands now or formerly Coke Hill Estates; thence North $25^{\circ} 28' 13''$ East along the City of DuBois and Sandy Township Line and also along the lands now or formerly Coke Hill Estates a distance of 89.11 feet to an existing iron pin, said iron pin being on the City of DuBois and Sandy Township Line and also on the line of lands now or formerly Coke Hill Estates; thence North $30^{\circ} 42' 39''$ East along the City of DuBois and Sandy Township Line and also along the lands now or formerly Coke Hill Estates a distance of 51.34 feet to an existing iron pipe set by a previous survey, said iron pipe being the Southwest corner of lands now or formerly Magnet Applications, Inc. (Deed Book 1957, page 63, dated July 21, 1998, Lot Number 3) and also being the Northwest corner of the herein described parcel; thence South $72^{\circ} 24' 49''$ East along the lands now or formerly of Magnet Applications, Inc. (Deed Book 1957, page 63, dated July 21, 1998, Lot Number 3) a distance of 606.83 feet to an existing iron pipe set by a previous survey, said iron pipe being on the Western right of way for Industrial Drive (50 foot R/W) and also being on a curve to the left, said iron pipe also being the Southeast corner of said lands of Magnet Applications, Inc., and the Northeast corner of herein described parcel; thence along the Western right of way for Industrial Drive (50 foot R/W) by a curve to the left, said curve having a radius of 621.95 feet and an arc length of 250.00 feet, said arc having a chord bearing of South $06^{\circ} 04' 15''$ West and a chord distance of 248.32 feet to a one-inch iron pipe set by this survey, said iron pipe being on a curve to the left and also being the Southeast corner of the herein described parcel, the place of beginning. Containing 174,240 square feet or 4.00 acres.

SUBJECT to any utility easements which may be of record.

SUBJECT to a ten foot Utility Easement containing an existing water line and an existing gas line along the Western right of way for Industrial Drive, 50 foot Right-of-Way.

BEING Lot No. 2 in Phase I of the Sandy Township/Developac Industrial Park; portrayed on a map or plat dated October 8, 1999, recorded as Plan of DuBois Area Economic Development Corporation, Clearfield County Instrument No. 199916771; and assessed on Clearfield County Assessment Maps as Parcel #128-C3-116.

BEING the same premises which were conveyed to DuBois Area Economic Development Corporation by deed of Developac, Inc., dated October 19, 1999, recorded December 21, 2000, as Clearfield County Instrument No. 200018776.

UNDER AND SUBJECT to the mortgage of DuBois Area Economic Development Corporation to the United States Department of Commerce, Economic Development Administration, in the amount of \$775,000 pursuant to a Financial Assistance Award entered into between the parties

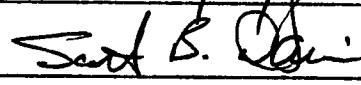
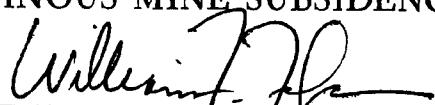
on September 20, 1999, bearing EDA Project Number 01-01-03877, said mortgage being dated February 7, 2000, and recorded December 21, 2000, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200018777.

FURTHER UNDER AND SUBJECT to an Offer to Amend Financial Assistance Award (Amendment No. 1) by and among the United States of America, Department of Commerce, Economic Development Administration, DuBois Area Economic Development Corporation, and Clearfield County Economic Development Corporation dated November 14, 2003, and recorded November 18, 2003, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200321138.

Grantor herein states that the hereinabove described property is not presently being used for disposal of hazardous waste nor to the best of its knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)



**THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR
INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT
UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE
COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN
THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN
SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE,
RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS
INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)**

And the said Grantor will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this deed to be properly executed the day and year first above written.

DUBOIS AREA ECONOMIC DEVELOPMENT
CORPORATION

Attest:

Secretary
(corporate seal)

By


Raymond A. Graeca, Chairman

Certificate of Residence

I hereby certify, that the precise residence of the grantee herein is as follows:
209 East Locust Street, Clearfield, Pennsylvania, 16830.


Attorney or Agent for Grantee

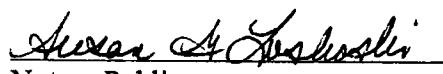
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CLEARFIELD :

On this, the 21st day of November, 2003, before me, the undersigned officer, personally appeared RAYMOND A. GRAECA, who acknowledged himself to be the Chairman of DUBOIS AREA ECONOMIC DEVELOPMENT CORPORATION, a nonprofit corporation, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

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


Notary Public

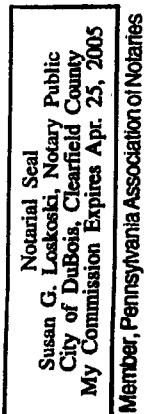
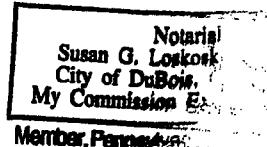


EXHIBIT C

Attached hereto as Exhibit C is a copy of the tenant activity account dated March 24, 2005, showing Defendant to be in arrears as of that date in the amount of \$5,900.45.

DAEDC/CCEDC/CCIDA Business Incubator
 14 Industrial Drive
 DuBois, Pennsylvania 15801

DATE:

March 24, 2005

Tenant Account Activity:

Description	Invoice or Pmt. Date	Amount	Outstanding Balance
November's Common Area Fee	11/3/2003	\$75.00	\$75.00
* National Fuel Gas Bill	11/3/2003	\$0.00	\$75.00
* Sandy Township Water/Sewer	11/4/2003	\$0.00	\$75.00
December's Common Area Fee	12/8/2003	\$75.00	\$75.00
December's Rent	12/8/2003	\$432.67	\$150.00
* National Fuel Gas Bill	12/8/2003	\$0.00	\$582.67
* First Energy Electric Bill	12/23/2003	\$0.00	\$582.67
January's Common Area Fee	1/1/2004	\$75.00	\$582.67
January's Rent	1/1/2004	\$432.67	\$657.67
* National Fuel Gas Bill	1/8/2004	\$0.00	\$1,090.34
Payment Received from Millie's (Rent)	1/9/2004	(\$432.67)	\$657.67
* First Energy Electric Bill	1/26/2004	\$0.00	\$657.67
February's Common Area Fee	2/1/2004	\$75.00	\$657.67
February's Rent	2/1/2004	\$432.67	\$732.67
Payment Received from Millie's (Rent)	2/3/2004	(\$450.00)	\$1,165.34
* Sandy Township Water/Sewer	2/5/2004	\$0.00	\$715.34
* National Fuel Gas Bill	2/6/2004	\$0.00	\$715.34
* First Energy Electric Bill	2/23/2004	\$0.00	\$715.34
March's Rent	3/1/2004	\$432.67	\$715.34
March's Common Area Fee	3/1/2004	\$75.00	\$1,148.01
* National Fuel Gas Bill	3/8/2004	\$0.00	\$1,223.01
Payment Received from Millie's (Rent)	3/11/2004	(\$550.00)	\$673.01
* First Energy Electric Bill	3/29/2004	\$0.00	\$673.01
April's Rent	4/1/2004	\$432.67	\$1,105.68
April's Common Area Fee	4/1/2004	\$75.00	\$1,180.68
* National Fuel Gas Bill	4/5/2004	\$0.00	\$1,180.68
Insurance	4/5/2004	\$448.83	\$1,629.51
Payment Received from Millie's (Rent)	4/12/2004	(\$958.67)	\$670.84
* First Energy Electric Bill	4/23/2004	\$0.00	\$670.84
* Sandy Township Water/Sewer	5/5/2004	\$0.00	\$670.84
National Fuel Gas Bill	5/5/2004	\$0.00	\$670.84
May's Rent	5/5/2004	\$432.67	\$670.84
May's Common Area Fee	5/5/2004	\$75.00	\$1,103.51
First Energy Electric Bill	5/24/2004	\$0.00	\$1,178.51
June's Rent	6/2/2004	\$432.67	\$1,178.51
June's Common Area Fee	6/2/2004	\$75.00	\$1,611.18
National Fuel Gas Bill	6/4/2004	\$0.00	\$1,686.18
Payment Received from Millie's (Rent)	6/18/2004	(\$500.00)	\$1,686.18
* First Energy Electric Bill	6/28/2004	\$0.00	\$1,686.18
National Fuel Gas Bill	7/6/2004	\$0.00	\$1,686.18
* First Energy Electric Bill	7/27/2004	\$0.00	\$1,686.18
July's Rent	7/1/2004	\$432.67	\$1,618.85

July's Common Area Fee	7/1/2004	\$75.00	\$1,693.85
Payment Received from Millie's (Rent)	7/28/2004	(\$500.00)	\$1,193.85
* National Fuel Gas Bill	8/6/2004	\$0.00	\$1,193.85
* Sandy Township Water/Sewer	8/12/2004	\$0.00	\$1,193.85
Northwest Savings Bank - Insufficient Funds	8/12/2004	\$10.00	\$1,203.85
Northwest Savings Bank - Returned Check	8/12/2004	\$500.00	\$1,703.85
* First Energy Electric Bill	8/24/2004	\$0.00	\$1,703.85
Payment Received from Millie's (Rent)	8/24/2004	(\$800.00)	\$903.85
* National Fuel Gas Bill	9/8/2004	\$0.00	\$903.85
* First Energy Electric Bill	9/30/2004	\$0.00	\$903.85
* National Fuel Gas Bill	10/5/2004	\$0.00	\$903.85
* First Energy Electric Bill	10/25/2004	\$0.00	\$903.85
August's Rent	8/1/2004	\$432.67	\$1,336.52
August Common Area Fee	8/1/2004	\$75.00	\$1,411.52
September's Rent	9/1/2004	\$432.67	\$1,844.19
September's Common Area Fee	9/1/2004	\$75.00	\$1,919.19
October's Rent	10/1/2004	\$432.67	\$2,351.86
October's Common Area Fee	10/1/2004	\$75.00	\$2,426.86
November's Rent	11/1/2004	\$432.67	\$2,859.53
November's Common Area Fee	11/1/2004	\$75.00	\$2,934.53
* National Fuel Gas Bill	11/15/2004	\$0.00	\$2,934.53
* Sandy Township Water/Sewer	11/23/2004	\$0.00	\$2,934.53
* First Energy Electric Bill	12/8/2004	\$0.00	\$2,934.53
December's Rent	12/8/2004	\$432.67	\$3,367.20
December's Common Area Fee	12/8/2004	\$75.00	\$3,442.20
* First Energy Electric Bill	12/27/2004	\$0.00	\$3,442.20
January's Rent	1/20/2005	\$432.67	\$3,874.87
January's Common Area Fee	1/20/2005	\$75.00	\$3,949.87
* National Fuel Gas Bill	1/12/2005	\$0.00	\$3,949.87
* First Energy Electric Bill	1/25/2005	\$0.00	\$3,949.87
* Sandy Township Water/Sewer	2/10/2005	\$0.00	\$3,949.87
* National Fuel Gas Bill	2/7/2005	\$0.00	\$3,949.87
February's Rent	2/10/2005	\$432.67	\$4,382.54
February's Common Area Fee	2/10/2005	\$75.00	\$4,457.54
* First Energy Electric Bill	2/22/2005	\$0.00	\$4,457.54
* National Fuel Gas Bill	3/7/2005	\$0.00	\$4,457.54
March's Rent	3/7/2005	\$209.36	\$4,666.90
March's Common Area Fee	3/7/2005	\$36.29	\$4,703.19
* National Fuel Gas Bill	3/24/2005	\$657.24	\$5,360.43
* First Energy Electric Bill	3/24/2005	\$445.79	\$5,806.22
* Sandy Township Water/Sewer	3/24/2005	\$94.23	\$5,900.45

NOTES:

* Denotes line item dollar amount has been carried over and reflected in the most present invoice.

Millie's Bucktails

14 Industrial Drive, Suite 3

DuBois, PA 15801

Balance: \$5,900.45

EXHIBIT D

Attached hereto as Exhibit D is a copy of the January 21, 2005 notice which shows that Defendant is in default and directs that he remove himself from the premises.

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

Attorney at Law

110 North Second Street

P. O. Box 1320

Clearfield, PA 16830

Facsimile (814) 765-9503

Dwight L. Koerber, Jr.
Telephone (814) 765-9611

Email: dkoeber@atlanticbb.net

January 21, 2005

Eric Luvaas, Owner
MILLIE'S BUCKTAILS
14 Industrial Drive
Suite #3
DuBois, PA 15801

**Via Certified Mail: 7001 0360 0001 7574 7356
& U.S. First Class Mail**

**Re: Clearfield County Economic Development Corporation
v. Eric Luvaas t/d/b/a Millie's Bucktails**

Dear Mr. Luvaas:

I represent the DuBois Area Economic Development Corporation/Clearfield County Economic Development Corporation. Through this letter I am giving you an eviction notice, directing you to remove yourself and all matters relating to your business known as Millie's Bucktails from the premises that you are occupying at the DuBois Incubator.

There are substantial rental arrearages that are currently owed on the premises, which at present total \$4,872.55. Attached hereto is a printout covering this indebtedness.

Under paragraph 13 of the Lease Agreement, Lessor has the entitlement to come on to the premises and physically repossess the premises. Rather than proceeding in that fashion, this letter directs you to immediately remove everything from the premises and to do so in a fashion where you create no disturbance, damage or disruption to the premises while you are taking that action. In addition, you are directed to contact Rob Swales at 768-7838 and make arrangements to have the keys and any other matters pertaining to possession of the premises turned over to him.

I have sent this notice to you by certified mail and regular mail, so as to make certain there is no question that you have been served and to speed up the process of having you vacate the premises.

Very truly yours,



Dwight L. Koerber, Jr.

DLK/sah
Enclosure: Printout
cc: Mr. Robert A. Swales



DAED/C/CED/C/CCDA Business Incubator
14 Industrial Drive
DuBois, Pennsylvania 15801

DATE: January 20, 2005

Tenant Account Activity:

Description	Invoice or Date	Amount	Outstanding Balance
November's Common Area Fee	11/3/2003	\$75.00	\$75.00
* National Fuel Gas Bill	11/3/2003	\$0.00	\$75.00
* Sandy Township Water/Sewer	11/4/2003	\$0.00	\$75.00
December's Common Area Fee	12/8/2003	\$75.00	\$150.00
December's Rent	12/8/2003	\$432.67	\$582.67
* National Fuel Gas Bill	12/8/2003	\$0.00	\$582.67
* First Energy Electric Bill	12/23/2003	\$0.00	\$582.67
January's Common Area Fee	1/1/2004	\$75.00	\$657.67
January's Rent	1/1/2004	\$432.67	\$1,090.34
* National Fuel Gas Bill	1/8/2004	\$0.00	\$1,090.34
Payment Received from Millie's (Rent)	1/9/2004	(\$432.67)	\$657.67
* First Energy Electric Bill	1/25/2004	\$0.00	\$657.67
February's Common Area Fee	2/1/2004	\$75.00	\$732.67
February's Rent	2/1/2004	\$432.67	\$1,165.34
Payment Received from Millie's (Rent)	2/3/2004	(\$450.00)	\$715.34
* Sandy Township Water/Sewer	2/5/2004	\$0.00	\$715.34
* National Fuel Gas Bill	2/6/2004	\$0.00	\$715.34
* First Energy Electric Bill	2/23/2004	\$0.00	\$715.34
March's Common Area Fee	3/1/2004	\$75.00	\$790.34
March's Rent	3/1/2004	\$75.00	\$1,223.01
March's Common Area Fee	3/6/2004	\$0.00	\$1,223.01
* National Fuel Gas Bill	3/17/2004	(\$550.00)	\$673.01
Payment Received from Millie's (Rent)	3/29/2004	\$0.00	\$673.01
* First Energy Electric Bill	4/1/2004	\$432.67	\$1,105.68
April's Rent	4/1/2004	\$75.00	\$1,180.68
April's Common Area Fee	4/5/2004	\$0.00	\$1,180.68
* National Fuel Gas Bill	4/5/2004	\$448.83	\$1,628.51
Insurance	4/2/2004	(\$868.87)	\$870.84
Payment Received from Millie's (Rent)	4/23/2004	\$0.00	\$870.84
* First Energy Electric Bill	5/5/2004	\$0.00	\$870.84
* Sandy Township Water/Sewer	5/5/2004	\$0.00	\$870.84
* National Fuel Gas Bill	5/5/2004	\$432.67	\$1,103.51
May's Rent	5/5/2004	\$75.00	\$1,178.51
May's Common Area Fee	5/24/2004	\$0.00	\$1,178.51
* First Energy Electric Bill	6/2/2004	\$432.67	\$1,611.18
June's Rent	6/2/2004	\$75.00	\$1,686.18
June's Common Area Fee	6/4/2004	\$0.00	\$1,686.18
* National Fuel Gas Bill	6/16/2004	(\$800.00)	\$7,186.18
Payment Received from Millie's (Rent)	6/28/2004	\$0.00	\$1,186.18
* First Energy Electric Bill	7/8/2004	\$0.00	\$1,186.18
* National Fuel Gas Bill	7/27/2004	\$0.00	\$1,186.18
* First Energy Electric Bill	7/1/2004	\$432.67	\$1,618.85
July's Rent	7/1/2004	\$75.00	\$1,693.85
July's Common Area Fee	7/28/2004	(\$500.00)	\$1,193.85
Payment Received from Millie's (Rent)	8/8/2004	\$0.00	\$1,193.85
* National Fuel Gas Bill	8/12/2004	\$0.00	\$1,193.85
Northwest Savings Bank - Insufficient Funds	8/12/2004	\$10.00	\$1,203.85
Northwest Savings Bank - Returned Check	8/12/2004	\$500.00	\$1,703.85
* First Energy Electric Bill	8/24/2004	\$0.00	\$1,703.85
Payment Received from Millie's (Rent)	8/24/2004	(\$800.00)	\$903.85
* National Fuel Gas Bill	9/8/2004	\$0.00	\$903.85
* First Energy Electric Bill	9/30/2004	\$0.00	\$903.85
* National Fuel Gas Bill	10/5/2004	\$0.00	\$903.85
* First Energy Electric Bill	10/25/2004	\$0.00	\$903.85
August's Rent	8/1/2004	\$432.67	\$1,336.52
August Common Area Fee	8/1/2004	\$75.00	\$1,411.52
September's Rent	9/1/2004	\$432.67	\$1,844.19
September's Common Area Fee	9/1/2004	\$75.00	\$1,819.19
October's Rent	10/1/2004	\$432.67	\$2,351.86
October's Common Area Fee	10/1/2004	\$75.00	\$2,426.86
November's Rent	11/1/2004	\$432.67	\$2,859.53
November's Common Area Fee	11/1/2004	\$75.00	\$2,934.53
* National Fuel Gas Bill	11/15/2004	\$456.01	\$3,390.54
* Sandy Township Water/Sewer	11/23/2004	\$75.18	\$3,465.72
* First Energy Electric Bill	12/8/2004	\$0.00	\$3,465.72
December's Rent	12/8/2004	\$432.67	\$3,898.39
December's Common Area Fee	12/8/2004	\$75.00	\$3,971.39
* First Energy Electric Bill	12/27/2004	\$393.49	\$4,364.88
January's Rent	1/20/2005	\$432.67	\$4,797.56
January's Common Area Fee	1/20/2005	\$75.00	\$4,872.55

NOTES:

* Denotes line item dollar amount has been carried over and reflected in the most present invoice.

EXHIBIT E

Attached hereto as Exhibit E is a copy of the March 24, 2005 notice sent to Defendant.

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

Attorney at Law

110 North Second Street

P. O. Box 1320

Clearfield, PA 16830

Facsimile (814) 765-9503

Email: dkoerber@atlanticbb.net

*Dwight L. Koerber, Jr.
Telephone (814) 765-9611*

March 24, 2005

Eric Luvaas, Owner
MILLIE'S BUCKTAILS
14 Industrial Drive
Suite #3
DuBois, PA 15801

Eric Luvaas, Owner
MILLIE'S BUCKTAILS
125 Center Street
St. Mary's, PA 15857

**Re: Clearfield County Economic Development Corporation
v. Eric Luvaas t/d/b/a Millie's Bucktails**

Dear Mr. Luvaas:

I represent the Clearfield County Economic Development Corporation. Through this letter I am presenting you a current accounting of the money that you owe to my client and am advising you of the options that you have in terms of avoiding litigation.

Attached hereto is an accounting showing a current balance of \$5,900.45, and the final bills for gas, electric and water.

Under the terms of your lease there is an acceleration clause making the full remaining amount of the 3-year term due and owing when you are in default. You have been sent prior notice which you have not heeded, thereby establishing that you are in default. Thus, in addition to the current past due amount of \$5,900.45, you have a contractual obligation, which is now due and owing, for the unpaid balance, there is 17 months of additional rent that is due under the 3-year term. This amounts to an additional charge of \$7,355.39 (17 X \$432.67 = \$7,355.39).

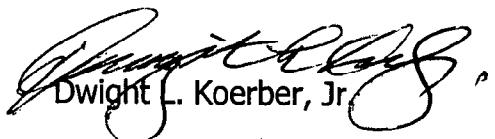
I have been authorized by the Board of Directors of the Clearfield County Economic Development Corporation to permit you to settle your full 3-year indebtedness in this case which amounts to \$13,255.84, by paying the current balance that is due in the amount of \$5,900.45, provided that you make payment within 15 days of the date of this letter.

If you do not make payment of the sum of \$5,900.45 within 15 days of the date of this letter, I have been directed to file suit against you, covering the full sum of the money that is owed under the lease. In addition, we will add attorneys' fees and costs which are specifically provided for under paragraph 13 (C) if it is necessary to file suit.

Eric Luvaas, Owner
MILLIE'S BUCKTAILS
March 24, 2005
Page 2

Please give this matter your immediate attention and make payment directly to Rob Swales at the offices of the Clearfield County Economic Development Corporation in Clearfield.

Very truly yours,



Dwight L. Koerber, Jr.

DLK/sah

Enclosure: Accounting and Final Bills for Gas, Electric and Water.
cc: Mr. Robert A. Swales

DAEDC/CCEDC/CCIDA Business Incubator
 14 Industrial Drive
 DuBois, Pennsylvania 15801

DATE:

March 24, 2005

Tenant Account Activity:

Description	Invoice or Pmt. Date	Amount	Outstanding Balance
November's Common Area Fee			
* National Fuel Gas Bill	11/3/2003	\$75.00	\$75.00
* Sandy Township Water/Sewer	11/3/2003	\$0.00	\$75.00
December's Common Area Fee	11/4/2003	\$0.00	\$75.00
December's Rent	12/8/2003	\$75.00	\$150.00
* National Fuel Gas Bill	12/8/2003	\$432.67	\$582.67
* First Energy Electric Bill	12/23/2003	\$0.00	\$582.67
January's Common Area Fee	1/1/2004	\$0.00	\$582.67
January's Rent	1/1/2004	\$75.00	\$657.67
* National Fuel Gas Bill	1/8/2004	\$432.67	\$1,090.34
Payment Received from Millie's (Rent)	1/9/2004	(\$432.67)	\$1,090.34
* First Energy Electric Bill	1/26/2004	\$0.00	\$657.67
February's Common Area Fee	2/1/2004	\$75.00	\$657.67
February's Rent	2/1/2004	\$432.67	\$732.67
Payment Received from Millie's (Rent)	2/3/2004	(\$450.00)	\$1,165.34
* Sandy Township Water/Sewer	2/5/2004	\$0.00	\$715.34
* National Fuel Gas Bill	2/6/2004	\$0.00	\$715.34
* First Energy Electric Bill	2/23/2004	\$0.00	\$715.34
March's Rent	3/1/2004	\$432.67	\$1,148.01
March's Common Area Fee	3/1/2004	\$75.00	\$1,223.01
* National Fuel Gas Bill	3/8/2004	\$0.00	\$1,223.01
Payment Received from Millie's (Rent)	3/11/2004	(\$550.00)	\$673.01
* First Energy Electric Bill	3/29/2004	\$0.00	\$673.01
April's Rent	4/1/2004	\$432.67	\$1,105.68
April's Common Area Fee	4/1/2004	\$75.00	\$1,180.68
* National Fuel Gas Bill	4/5/2004	\$0.00	\$1,180.68
Insurance	4/5/2004	\$448.83	\$1,629.51
Payment Received from Millie's (Rent)	4/12/2004	(\$958.87)	\$670.84
* First Energy Electric Bill	4/23/2004	\$0.00	\$670.84
* Sandy Township Water/Sewer	5/5/2004	\$0.00	\$670.84
* National Fuel Gas Bill	5/5/2004	\$0.00	\$670.84
May's Rent	5/5/2004	\$432.67	\$1,103.51
May's Common Area Fee	5/5/2004	\$75.00	\$1,178.51
* First Energy Electric Bill	5/24/2004	\$0.00	\$1,178.51
June's Rent	6/2/2004	\$432.67	\$1,611.18
June's Common Area Fee	6/2/2004	\$75.00	\$1,686.18
National Fuel Gas Bill	6/4/2004	\$0.00	\$1,686.18
Payment Received from Millie's (Rent)	6/18/2004	(\$500.00)	\$1,186.18
First Energy Electric Bill	6/28/2004	\$0.00	\$1,186.18
National Fuel Gas Bill	7/6/2004	\$0.00	\$1,186.18
First Energy Electric Bill	7/27/2004	\$0.00	\$1,186.18
July's Rent	7/1/2004	\$432.67	\$1,618.85

July's Common Area Fee	7/1/2004	\$75.00	\$1,693.86
Payment Received from Millie's (Rent)	7/28/2004	(\$500.00)	\$1,193.85
* National Fuel Gas Bill	8/6/2004	\$0.00	\$1,193.85
* Sandy Township Water/Sewer	8/12/2004	\$0.00	\$1,193.85
Northwest Savings Bank - Insufficient Funds	8/12/2004	\$10.00	\$1,203.85
Northwest Savings Bank - Returned Check	8/12/2004	\$500.00	\$1,703.85
* First Energy Electric Bill	8/24/2004	\$0.00	\$1,703.85
Payment Received from Millie's (Rent)	8/24/2004	(\$800.00)	\$903.85
* National Fuel Gas Bill	9/8/2004	\$0.00	\$903.85
* First Energy Electric Bill	9/30/2004	\$0.00	\$903.85
* National Fuel Gas Bill	10/5/2004	\$0.00	\$903.85
* First Energy Electric Bill	10/25/2004	\$0.00	\$903.85
August's Rent	8/1/2004	\$432.67	\$1,336.52
August Common Area Fee	8/1/2004	\$75.00	\$1,411.52
September's Rent	9/1/2004	\$432.67	\$1,844.19
September's Common Area Fee	9/1/2004	\$75.00	\$1,919.19
October's Rent	10/1/2004	\$432.67	\$2,351.86
October's Common Area Fee	10/1/2004	\$75.00	\$2,426.86
November's Rent	11/1/2004	\$432.67	\$2,859.53
November's Common Area Fee	11/1/2004	\$75.00	\$2,934.53
* National Fuel Gas Bill	11/15/2004	\$0.00	\$2,934.53
* Sandy Township Water/Sewer	11/23/2004	\$0.00	\$2,934.53
* First Energy Electric Bill	12/8/2004	\$0.00	\$2,934.53
December's Rent	12/8/2004	\$432.67	\$3,367.20
December's Common Area Fee	12/8/2004	\$75.00	\$3,442.20
* First Energy Electric Bill	12/27/2004	\$0.00	\$3,442.20
January's Rent	1/20/2005	\$432.67	\$3,874.87
January's Common Area Fee	1/20/2005	\$75.00	\$3,949.87
* National Fuel Gas Bill	1/12/2005	\$0.00	\$3,949.87
* First Energy Electric Bill	1/25/2005	\$0.00	\$3,949.87
* Sandy Township Water/Sewer	2/10/2005	\$0.00	\$3,949.87
* National Fuel Gas Bill	2/7/2005	\$0.00	\$3,949.87
February's Rent	2/10/2005	\$432.67	\$4,382.54
February's Common Area Fee	2/10/2005	\$75.00	\$4,457.54
* First Energy Electric Bill	2/22/2005	\$0.00	\$4,457.54
* National Fuel Gas Bill	3/7/2005	\$0.00	\$4,457.54
March's Rent	3/7/2005	\$209.36	\$4,666.90
March's Common Area Fee	3/7/2005	\$36.29	\$4,703.19
* National Fuel Gas Bill	3/24/2005	\$657.24	\$5,360.43
* First Energy Electric Bill	3/24/2005	\$445.79	\$5,806.22
* Sandy Township Water/Sewer	3/24/2005	\$94.23	\$5,900.45

NOTES:

* Denotes line item dollar amount has been carried over and reflected in the most present invoice.

Millie's Bucktails

14 Industrial Drive, Suite 3

DuBois, PA 15801

Balance: \$5,900.45



Clearfield County Economic Development Corporation

250 Technology Drive, Suite 1 * Clearfield, PA 16830
(814) 768-7838 * FAX (814) 768-7338
www.clearlyahead.com * info@clearlyahead.com

DAEDC/CCEDC/CCIDA Business Incubator
14 Industrial Drive
DuBois, Pennsylvania 15801

DATE: March 24, 2005

INVOICE:

Site & Account Number:	Millie's Bucktails	05352-S	Gallon Consumption
Billing Period	Jan.31- Mar. 15		9
ACCOUNT SUMMARY		Water Rate Per Gal.	Sewer Rate Per Gal.
Your previous bill was	\$83.63	0.00613	0.0114
Payment Received	\$0.00		
Water Usage	\$0.06		
Sewer Billing	\$0.10		
Water & Sewer - Common Area	\$0.00		
Sandy Township Maintenance Charge	\$9.19		
Late Fee	\$1.25		
Balance at Billing	\$94.23		

Total Due By: February 25, 2005 **\$94.23**

TO AVOID A 1.5% LATE PAYMENT CHARGE BEING ADDED TO YOUR BILL, PLEASE PAY BY THE DUE DATE.

REIMBURSEMENT ISSUED BY:

Clearfield County Economic Development Corporation
250 Technology Drive, Suite 1
Clearfield, Pennsylvania 16830

NOTES: Note that a late fee of 1.5% has been added to your bill for no payment of previous bill.
This billing is for the direct consumption of water/sewer consumption for your leased tenant space.
PLEASE NOTE OUR CHANGE OF ADDRESS. ALL PAYMENTS MAY BE MAILED TO 250 TECHNOLOGY DRIVE,
SUITE 1, CLEARFIELD, PA 16830

Return this portion with a check or money order payable to:

Clearfield County Economic Development Corporation
250 Technology Drive, Suite 1, Clearfield, Pennsylvania 16830

Millie's Bucktails
25 Center Street
Mt. Marys, PA 15857

Water

Amount Paid	
Please Pay	\$94.23
Due By	February 25, 2005



Clearfield County Economic Development Corporation

250 Technology Drive, Suite 1 * Clearfield, PA 16830
(814) 768-7838 * FAX (814) 768-7338
www.clearlyahead.com * info@clearlyahead.com

DAEDC/CCEDC/CCIDA Business Incubator
14 Industrial Drive
DuBois, Pennsylvania 15801

REIMBURSEMENT ISSUED BY:
Clearfield County Economic Development Corporation
250 Technology Drive, Suite 1
Clearfield, Pennsylvania 16830

DATE: March 24, 2005

INVOICE:

Site & Meter Number:

BILLING PERIOD:

This Reading:

Millie's Bucktails 0206086

Feb. 25- Mar. 15

191

190

1

March 21, 2005

April 11, 2005

CCF CONSUMPTION

NEXT ANTICIPATED READING DATE:

Current Billing Invoice Due By

ACCOUNT SUMMARY

Your previous balance was

\$630.41

Total Payments/Adjustments

\$0.00

Balance at Billing

\$630.41

CURRENT CHARGES FOR BASIC SERVICES

National Fuel Gas Supply Charges

\$0.88

CCF Consumption:

1

Rate:

\$0.876420

Total Supply Charges

\$0.88

CURRENT DELIVERY SERVICE CHARGES

Customer Charge

\$16.25

CCF Consumption:

1

Rate:

\$0.222760

National Fuel - Delivery Service Charges

\$0.22

1

\$0.222760

National Fuel - GAC

\$0.02

1

\$0.022810

State Tax Adjustment Surcharge

\$0.00

State Sales Tax

\$0.00

* Other (Late Fee)

\$9.46

Total Delivery Service Charges

\$25.95

Total Amount Due

\$657.24

TO AVOID A 1.5% LATE PAYMENT CHARGE BEING ADDED TO YOUR BILL, PLEASE PAY BY THE DUE DATE.

NOTES:

This Invoice reflects National Fuel's monthly customer charge divided by the total number of tenants (four) occupying the DAEDC Incubator in addition to your actual CCF consumption.

* We did not receive payment for last month's billing. This amount has been carried over to this billing cycle and includes a 1.5% late fee.

Return this portion with a check or money order payable to:

#5611466-04

Clearfield County Economic Development Corporation
260 Technology Drive, Suite 1, Clearfield, Pennsylvania 16830

Millie's Bucktails

125 Center Street

St. Marys, PA 15857

Gas

Amount Paid	
Please Pay	\$657.24
Due By	April 11, 2005



Clearfield County Economic Development Corporation

250 Technology Drive, Suite 1 * Clearfield, PA 16830
(814) 768-7838 * FAX (814) 768-7338
www.clearlyahead.com * info@clearlyahead.com

DAEDC/CCEDC/CCIDA Business Incubator
14 Industrial Drive
DuBois, Pennsylvania 15801

DATE: March 24, 2005

INVOICE:

Site & Meter Number: Millie's Bucktails 03110105
BILLING PERIOD: Feb. 17- Mar. 15
KWH CONSUMPTION 88
NEXT ANTICIPATED READING DATE: March 21, 2005
Current Billing Invoice Due By April 11, 2005

ACCOUNT SUMMARY

Your previous bill was	\$430.53
Total Payments/Adjustments	\$0.00
Balance at Billing Date	\$430.53

CURRENT CHARGES

Penelec - Consumption	\$8.80
Other	\$6.46
Total Due:	\$445.79

TO AVOID A 1.5% LATE PAYMENT CHARGE BEING ADDED TO YOUR BILL, PLEASE PAY BY THE DUE DATE.

REIMBURSEMENT ISSUED BY:

Clearfield County Economic Development Corporation
250 Technology Drive, Suite 1
Clearfield, Pennsylvania 16830
814-768-7838

NOTES: Please note that a 1.5% Fee as been added to your bill.
"Other" indicates 1.5% late fee for last month's billing balance.

Return this portion with a check or money order payable to:

95180524985

Clearfield County Economic Development Corporation
250 Technology Drive, Suite 1, Clearfield, Pennsylvania 16830

Millie's Bucktails, Inc.

14 Industrial Drive, Suite 3

DuBois, PA 15801

	Amount Paid
Electric	Please Pay
	\$445.79
	Due By
	April 11, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100418
NO: 05-572-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORPORATION

vs.

DEFENDANT: ERIC LUVAAS, IND & ERIC LUVAAS t/d/b/a MILLIE'S BUCKTAILS

SHERIFF RETURN

NOW, April 21, 2005, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON ERIC LUVAAS, IND..

NOW, May 09, 2005 AT 5:40 PM SERVED THE WITHIN COMPLAINT ON ERIC LUVAAS, IND., DEFENDANT. THE RETURN OF ELK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

UP-
01/14/01
MAY 23 2005

William A. Shaw
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100418
NO: 05-572-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORPORATION
vs.
DEFENDANT: ERIC LUVAAS, IND & ERIC LUVAAS t/d/b/a MILLIE'S BUCKTAILS

SHERIFF RETURN

NOW, April 21, 2005, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON ERIC LUVAAS t/d/b/a MILLIE'S BUCKTAILS.

NOW, May 09, 2005 AT 5:40 PM SERVED THE WITHIN COMPLAINT ON ERIC LUVAAS t/d/b/a MILLIE'S BUCKTAILS, DEFENDANT. THE RETURN OF ELK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100418
NO: 05-572-CD
SERVICES 2
COMPLAINT

PLAINTIFF: CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORPORATION
vs.

DEFENDANT: ERIC LUVAAS, IND & ERIC LUVAAS t/d/b/a MILLIE'S BUCKTAILS

SHERIFF RETURN

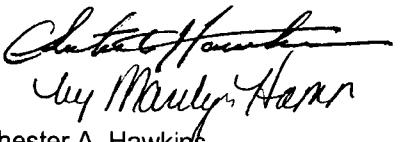
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KOERBER	2315	20.00
SHERIFF HAWKINS	KOERBER	2315	36.00
ELK CO.	KOERBER	2316	40.20

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

Affidavit of Service

Clearfield County Economic Development Corporation
vs.
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails

No. 572 Term, 20 05

Returnable within _____ days
from date of service hereof.

NOW May 9, 2005 at 5:40 o'clock P.M.

served the within Complaint on Eric Luvaas, i/a Eric Luvaas t/d/b/a, Millie's Bucktails

at 141 W. Condot Rd., St. Marys, Elk County, PA

by handing to Eric Luvaas

two copies
a true and attested copy of the original Complaint and made

known to him the contents thereof. Sheriff's Costs - \$40.20 PAID

Sworn to before me this 10th

day of May A.D. 2005

Thomas C. Krentler
My Commission Expires January 7, 2008 Prothonotary
January 7, 2000

118.11-010

So answers,

Thomas C. Krentler
Shelia D. Nichols
Sheriff
Deputy



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100418

TERM & NO. 05-572-CD

CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORPORATION
COMPLAINT

VS.

ERIC LUVAAS, IND & ERIC LUVAAS t/d/b/a MILLIE'S BUCKTAILS

SERVE BY: 05/21/05

MAKE REFUND PAYABLE TO DWIGHT L. KOERBER JR., ESQ.

SERVE: ERIC LUVAAS t/d/b/a MILLIE'S BUCKTAILS

ADDRESS: 125 CENTER ST., ST. MARYS, PA 15857

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 21, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100418
CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORPORATION
VS.

TERM & NO. 05-572-CD
COMPLAINT

ERIC LUVAAS, IND & ERIC LUVAAS t/d/b/a MILLIE'S BUCKTAILS

SERVE BY: 05/21/05

MAKE REFUND PAYABLE TO DWIGHT L. KOERBER JR., ESQ.

SERVE: ERIC LUVAAS, IND.

ADDRESS: 125 CENTER ST., ST. MARYS, PA 15857

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 21, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Clearfield County Economic Development Corporation, Plaintiff	*
-vs-	*
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	Docket No. 05-572-CD
	*
	*

Type of Pleading:
PRAECIPE TO ENTER JUDGMENT

Filed on behalf of:
Plaintiff:
Clearfield County Economic
Development Corporation

Counsel of record for this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

Atty pd. 20.00

01/31/2005 1CC & Notice to
JUN 20 2005 Def. at 3 addresses
listed in Praecipe

2CC & 2 statements
to Atty
④

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

Clearfield County Economic Development Corporation, Plaintiff	*	
-vs-	*	Docket No. 05-572-CD
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	*	
	*	

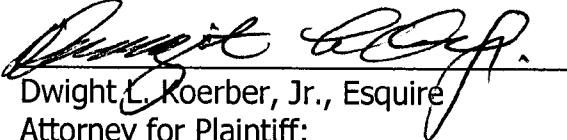
PRAECIPE TO ENTER JUDGMENT

TO WILLIAM A. SHAW, PROTHONOTARY:

Please enter a judgment against Defendant Eric Luvaas, individually and Eric Luvaas t/d/b/a Millie's Bucktails in the amount of \$15,953.10, plus costs. Attached hereto are copies of the notices I served upon Defendant on June 3, 2005 and June 7, 2005, in accordance with Rule 237.1 of the Pennsylvania Rules of Civil Procedure.

Defendant's addresses are:

Eric Luvaas, t/d/b/a Millie's Bucktails 14 Industrial Drive, Suite #3 DuBois, PA 15801	Eric Luvaas, t/d/b/a Millie's Bucktails 141 W. Condot Road St. Marys, PA 15857	Eric Luvaas, t/d/b/a Millie's Bucktails 125 Center Street St. Marys, PA 15857
---	---	--



Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff:
Clearfield County Economic
Development Corporation

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

Clearfield County Economic Development Corporation, Plaintiff	*
	*
-vs-	*
	Docket No. 05-572-CD
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	*
	*

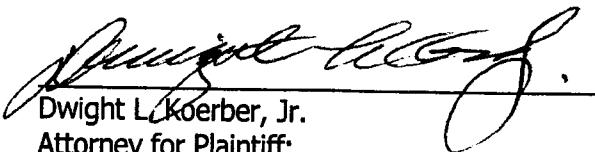
DEFAULT NOTICE

To: Eric Luvaas, t/d/b/a
Millie's Bucktails
125 Center Street
St. Marys, PA 15857

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. 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 YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 32


Dwight L. Koerber, Jr.
Attorney for Plaintiff:
Clearfield County Economic Development Corporation

Law Offices of Dwight L. Koerber, Jr., Esquire
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830

Date: June 3, 2005

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

Clearfield County Economic Development Corporation, Plaintiff	*
	*
-vs-	*
	Docket No. 05-572-CD
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	*
	*

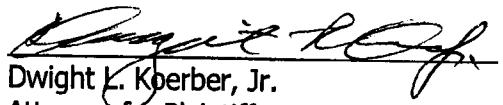
DEFAULT NOTICE

To: Eric Luvaas, t/d/b/a Millie's Bucktails 14 Industrial Drive, Suite #3 DuBois, PA 15801	Eric Luvaas, t/d/b/a Millie's Bucktails 141 W. Condot Road St. Marys, PA 15857
---	---

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. 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 YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 32


Dwight L. Koerber, Jr.
Attorney for Plaintiff:
Clearfield County Economic Development Corporation

Law Offices of Dwight L. Koerber, Jr., Esquire
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830

Date: June 7, 2005

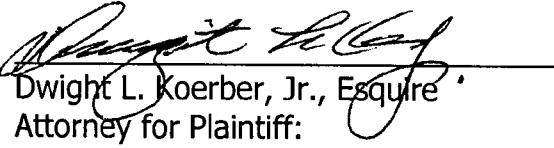
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Clearfield County Economic Development Corporation, Plaintiff	*	
-vs-	*	Docket No. 05-572-CD
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	*	
	*	

CERTIFICATE OF SERVICE

This is to certify that on the 20th day of June, 2005, the undersigned served
a PRAECIPE TO ENTER JUDGMENT in the above captioned matter upon Defendants.
Such documents were served by United States First Class Mail upon the following:

Eric Luvaas, t/d/b/a Millie's Bucktails 14 Industrial Drive, Suite #3 DuBois, PA 15801	Eric Luvaas, t/d/b/a Millie's Bucktails 141 W. Condot Road St. Marys, PA 15857	Eric Luvaas, t/d/b/a Millie's Bucktails 125 Center Street St. Marys, PA 15857
---	---	--


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff:
Clearfield County Economic
Development Corporation

 COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Clearfield County Economic Development
Corporation

Vs.

No. 2005-00572-CD

Eric Luvaas, individually and t/d/b/a
Millie's Bucktails

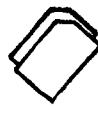
To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$15,953.10 on June 20, 2005.

William A. Shaw
Prothonotary

William A. Shaw

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

 COPY

Clearfield County Economic Development
Corporation
Plaintiff(s)

No.: 2005-00572-CD

Real Debt: \$15,953.10

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Eric Luvaas, indiv. and t/d/b/a
Millie's Bucktails
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 20, 2005

Expires: June 20, 2010

Certified from the record this 20th day of June, 2005.

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 OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORPORATION, Plaintiff	*	
	*	
-vs-	*	Docket No. 05-572-CD
ERIC LUVAAS, individually, and ERIC LUVAAS, t/d/b/a MILLIE'S BUCKTAILS, Defendants	*	
	*	
	*	

Type of pleading:
PRAECIPE FOR
CERTIFICATION OF JUDGMENT

Filed on behalf of:
PLAINTIFF, Clearfield
County Economic
Development Corporation

Counsel of record for
this party:

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 2005
O/A: Bia/2 Cert. of Dkt.
JUL 19 2005 Entries & Judy.
William A. Shaw
Prothonotary/Clerk of Courts

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

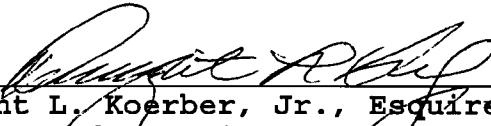
CLEARFIELD COUNTY ECONOMIC	*	
DEVELOPMENT CORPORATION,	*	
Plaintiff	*	
 -vs-		Docket No. 05-572-CD
ERIC LUVAAS, individually,	*	
and ERIC LUVAAS, t/d/b/a	*	
MILLIE'S BUCKTAILS,	*	
Defendants	*	

PRAECIPE FOR CERTIFICATION OF JUDGMENT

TO THE PROTHONOTARY:

Please prepare two (2) Certifications of Judgment, including a copy of the exemplified record and a certified copy of the docket entries, and forward them to me for filing in Elk County, Pennsylvania, against Defendants Eric Luvaas, individually, and Eric Luvaas, t/d/b/a Millie's Bucktails.

Respectfully submitted,

By: 
Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff,
CLEARFIELD COUNTY ECONOMIC
DEVELOPMENT CORPORATION
DATE: 7/15/05

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY

 COPY

Clearfield County Economic Development Corporation

Vs.

NO. 2005-00572-CD

**Eric Luvaas, individually and Eric Luvaas,
t/d/b/a Millie's Bucktails**

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Please of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Clearfield County Economic Development Corporation and against Eric Luvaas, individually, and Eric Luvaas, t/d/b/a Millie's Bucktails on June 20, 2005, in the amount of \$15,953.10.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 19th day of July, A.D., 2005.

William A. Shaw
Prothonotary

BY: _____
Deputy

Date: 07/19/2005

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 10:42 AM

ROA Report

Page 1 of 1

Case: 2005-00572-CD

Current Judge: No Judge

Clearfield County Economic Development Corporation vs. Eric Luvaas, Millie's Bucktails

Civil Other

Date		Judge
04/21/2005	New Case Filed. Filing: Civil Complaint Paid by: Koerber, Jr., Dwight L. (attorney for Clearfield County Economic Development Corporation) Receipt number: 1899860 Dated: 04/21/2005 Amount: \$85.00 (Check) 4 Cert. to Atty.	No Judge No Judge
05/23/2005	Sheriff Return filed. May 9, 2005 Complaint served upon Eric Luvaas. May 9, 2005 Complaint served upon Eric Luvaas t/d/b/a Millie's Bucktails. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm.	No Judge
06/20/2005	Filing: Praeclipe to Enter Judgment Paid by: Koerber, Jr., Dwight L. (attorney for Clearfield County Economic Development Corporation) Receipt number: 1903188 Dated: 06/20/2005 Amount: \$20.00 (Check). Judgment against Eric Luvaas, individually and Eric Luvaas t/d/b/a Millie's Bucktails, in the amount of \$15,953.10. Filed by s/ Dwight L. Koerber, Jr., Esquire. 1CC & Notice to Def., 2CC & 2 Statements to Atty	No Judge
07/19/2005	Filing: Exemplified Record Paid by: Koerber, Jr., Dwight L. (attorney for Clearfield County Economic Development Corporation) Receipt number: 1905009 Dated: 07/19/2005 Amount: \$15.00 (Check) Praeclipe for Two Certifications of Judgment, filed by s/Dwight L. Koerber, Jr., Esq. No CC Two Certifications of Judgment to Attorney D. L. Koerber, Jr. with Certified Docket Entries	No Judge

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

Clearfield County Economic
Development Corporation,
Plaintiff

*

-vs-

Eric Luvaas, individually and
Eric Luvaas t/d/b/a,
Millie's Bucktails
Defendants

*

*

*

Type of Pleading:
SATISFACTION

Filed on behalf of:

Plaintiff:
Clearfield County Economic
Development Corporation

Counsel of record for this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

6
3cc, 3 Disc.,
03/18/01 and 3 Sat. to Atty
SEP 09 2005
copy of Disc to CIA
V. Sam A. Shaw
Prothonotary Clerk of Courts
Atty pd. 7.00

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

Clearfield County Economic Development Corporation, Plaintiff	*	
-vs-	*	Docket No. 05-572-CD
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	*	

SATISFACTION

Please mark the judgment in this case as satisfied, dismissed and discontinued.

Respectfully Submitted:



Dwight L. Koerber, Jr. Esquire
Attorney for Plaintiff:
Clearfield County Economic
Development Corporation

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

Clearfield County Economic Development Corporation, Plaintiff	*	
-vs-	*	Docket No. 05-572-CD
Eric Luvaas, individually and Eric Luvaas t/d/b/a, Millie's Bucktails Defendants	*	

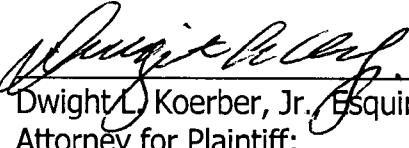
CERTIFICATE OF SERVICE

I certify that on the 9th day of Sept., 2005, the undersigned served a true and correct copy of the foregoing SATISFACTION in the above-captioned matter by U.S. First Class Mail upon Defendants, as follows:

Eric Luvaas, t/d/b/a
Millie's Bucktails
14 Industrial Drive, Suite #3
DuBois, PA 15801

Eric Luvaas, t/d/b/a
Millie's Bucktails
141 W. Condot Road
St. Marys, PA 15857

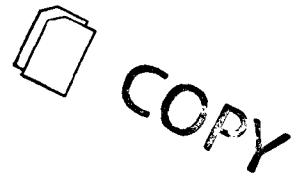
Eric Luvaas, t/d/b/a
Millie's Bucktails
125 Center Street
St. Marys, PA 15857



Dwight L. Koerber, Jr. Esquire
Attorney for Plaintiff:
Clearfield County Economic
Development Corporation

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2005-00572-CD

Clearfield County Economic Development
Corporation

Debt: \$15,953.10

Vs.

Atty's Comm.:

Eric Luvaas
Millie's Bucktails

Interest From:

Cost: \$7.00

NOW, Friday, September 09, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 9th day of September, A.D. 2005.

Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

Clearfield County Economic Development Corporation

Vs. **No. 2005-00572-CD**
Eric Luvaas
Millie's Bucktails

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 9, 2005, marked:

Dismissed and Discontinued

Record costs in the sum of \$120.00 have been paid in full by Dwight L. Koerber, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of September A.D. 2005.

William A. Shaw, Prothonotary