

The Penn Traffic Co et al vs George Slagle  
2005-1500-CD

05-1500-CD  
The Penn Traffic Co. vs G. Slagle

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

THE PENN TRAFFIC COMPANY,  
Successor in interest to  
Sunrise Properties, Inc.,  
Plaintiff

vs.

GEORGIA SLAGLE,  
Defendant

CIVIL ACTION - AT LAW

No. **05-1500-CD**

Type of Pleading:

**COMPLAINT**

Filed on Behalf of:

**PLAINTIFF**

Counsel of Record for This  
Party:

Anthony S. Guido, Esq.  
Supreme Court No. 05877  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

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OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

THE PENN TRAFFIC COMPANY, :  
Successor in interest to :  
Sunrise Properties, Inc., :  
Plaintiff :  
vs. : No.  
GEORGIA SLAGLE, :  
Defendant :  
:

NOTICE

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

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

Office of Court Administrator  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

(814) 765-2641 Ext. 1303

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THE PENN TRAFFIC COMPANY, :  
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No.  
GEORGIA SLAGLE, :  
Defendant :  
:

**COMPLAINT**

AND NOW, comes the Plaintiff, The Penn Traffic Company, and by its Attorney, Anthony S. Guido, files this Complaint against the Defendant, Georgia Slagle, on a cause of action whereof the following is a statement:

1. The Plaintiff is The Penn Traffic Company, a business corporation with an office and place of business at P. O. Box 4737, Syracuse, New York.
2. Sunrise Properties, Inc. was formerly a wholly owned subsidiary of Plaintiff, The Penn Traffic Company, which has merged into Plaintiff, The Penn Traffic Company.
3. The Defendant is Georgia Slagle, an individual whose business address is 220 West Washington Avenue, DuBois, Clearfield County, Pennsylvania 15801.
4. The Plaintiff, The Penn Traffic Company, is the owner of a certain shopping mall known as "The Main Street Mall" in DuBois, Clearfield County, Pennsylvania.

5. By lease dated October 25, 2001, a copy of which is attached hereto and marked Exhibit A, the Plaintiff, Penn Traffic, as landlord, leased a space in said Main Street Mall to Defendant, Georgia Slagle.

6. Defendant, Georgia Slagle, took possession of said space pursuant to the terms of said lease and operated her beauty salon business at said location.

7. The subject lease expired by its terms on January 31, 2005.

8. Despite the termination of said lease, the Defendant Georgia Slagle continued to occupy said business premises after the expiration date of January 31, 2005.

9. At the time Georgia Slagle vacated said premises, there was due and owing the Plaintiff, Penn Traffic, the sum of \$11,000.00 for past due rental and other charges in accordance with a statement of said rental and charges due which is attached hereto and marked Exhibit B.

10. The Defendant, despite repeated demands by Plaintiff, has failed and refused and still refuses to pay to Plaintiff the amount due or any part thereof.

WHEREFORE, Plaintiff, Penn Traffic, demands judgment against the Defendant in the sum of \$11,000.00, plus interest and costs of suit.



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Anthony S. Guido  
Attorney for Plaintiff

**VERIFICATION**

I, Thomas C. Kewes, being the Director of Real Estate of THE PENN TRAFFIC COMPANY., do hereby verify that I have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

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

Date:

Sept 16, 2005

Thomas C Kewes

#3 Main  
St.

Tenant

LEASE AGREEMENT

BETWEEN

SUNRISE PROPERTIES, INC.

AND

October

MADE this 25<sup>th</sup> day of ~~August~~, 2001 by and between

SUNRISE PROPERTIES, INC., a Pennsylvania business corporation,  
with an office and place of business at 1200 State Fair Blvd.,  
Syracuse, NY 13221, party of the first part, hereinafter referred  
to as "Landlord":

A

N

D

GEORGIA SLAGLE, t/a MAIN STREET SALON, with an office and place of  
business at Main Street Mall, North Main Street, DuBois,  
Pennsylvania, party of the second part, hereinafter referred to as  
"Tenant".

W I T N E S S E T H :

ARTICLE 1  
GRANT AND PREMISES

Landlord hereby leases to Tenant those certain  
Premises (hereinafter referred to as the "Premises") located at

BiLo Plaza, Main Street Mall, North Main Street, DuBois, Pennsylvania, 15801 (hereinafter referred to as the "Shopping Center"). Said Premises shall have a total of approximately 1,062 square feet.

The premises are to be located in the cross hatched area outlined in red on "**Exhibit A**".

#### **ARTICLE 2** **QUIET ENJOYMENT**

Provided Tenant is not in default, Tenant shall have peaceable and quiet enjoyment and possession of the Premises herein demised during the term hereof and any renewals without any hindrance or molestation from Landlord, its agents, servants or employees.

~~Tenant agrees that the default and termination provisions of the Lease shall apply and will not request the court to apply the provision of the Bankruptcy Code to prevent the default or termination provisions from becoming effective.~~



#### **ARTICLE 3** **DELIVERY OF PREMISES AND COMMENCEMENT OF TERM**

Landlord shall deliver the Premises to the Tenant upon signing of the Lease, but not later than <sup>November</sup> ~~September~~ 1, 2001.



Tenant's rental and other charges will commence on ~~September~~ <sup>February</sup> 1, 2002.



**ARTICLE 4**  
**LENGTH OF TERM**

The term of this Lease shall be for ~~Five~~ <sup>Three</sup> <sub>3</sub> years, beginning on ~~September~~ <sup>February</sup> 1, 2002 and ending on ~~August~~ <sup>January</sup> 31, 2005, unless sooner terminated or extended as herein expressly provided.



**ARTICLE 5**  
**INTENTIONALLY OMITTED**

**ARTICLE 6**  
**RENTAL**

The Tenant hereby covenants and agrees to pay to the Landlord rent at the rate of Nine Hundred Dollars and 00/100 (\$900.00) per month (\$10,800.00 / annum) (\$10.17 per Sq.ft.) payable in advance on or before the first day of each month during the first lease year.

During lease years 2-~~3~~ the rent shall increase to THIRTEEN THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$ 1,100.00) per month (\$13,200.00/annum) (\$12.43 per Sq.ft.) payable in advance on or before the first day of each month during the term of this Lease.



If the term of this Lease shall commence or end on a day other than the first day of the month, Tenant shall pay rental equal to 1/30th of the monthly rental multiplied by the number of rental days of such fractional month.

Any rent past due shall be subject to the prime interest rate plus 2% payable by Tenant to Landlord as additional rent, if such failure shall continue for a period of ten (10) days after Landlord has given written notice thereof to Tenant. Prime interest rate shall be defined as the current prime interest rate charged by Chase Bank, N.A. or the other major New York City banks.

**ARTICLE 7**  
**COMMON AREA CHARGES**

Landlord covenants and agrees that during the term of this Lease or renewal or extension thereof to provide a common area service for the parking areas and other Common Areas in the Shopping Center, including but not limited to the following: removal of snow, ice and debris as well as any maintenance, insurance, repairs, striping, sweeping, painting and landscaping of the parking areas, replacement sidewalks, canopies, common areas and/or parking lot lighting and keeping the same reasonably

lit. Landlord may employ independent contractors to perform common area services and said cost expenses shall be included as common area operating expense. ~~For this service, Tenant agrees to~~ pay as billed by Landlord its proportionate share plus an administrative charge not to exceed 10%, within thirty (30) days after receipt of, (i.e. in the ratio of the gross square foot area in the Premises to the aggregate of the gross foot area in all buildings in the Shopping Center). All invoices setting forth the actual cost of common area operating costs incurred by the Landlord and Tenant's proportionate share. Tenant's estimated proportionate share is equal to ~~1.26%~~ ~~(1062 / 84,140)~~.

#### ARTICLE 8 TAXES

Landlord shall pay all taxes, assessments or any other public charges assessed and payable with respect to the Shopping Center. ~~During the term of this Lease and any renewals thereof~~ the Tenant will pay, within thirty (30) days after billing by Landlord, its proportionate share (i.e. in the ratio of the gross square foot area in the Premises to the aggregate of the gross square foot area in all buildings in the Shopping Center) for all

~~taxes and or assessments paid by Landlord for the Shopping Center.~~

DA

Tenant further covenants and agrees to pay promptly, at its sole cost and expense when due all taxes, including real estate taxes assessed against Tenant's fixtures furnishings, equipment and stock-in-trade placed in or on the Premises. Any such taxes paid by Landlord shall be due and payable, as additional rent, within ten (10) days after billings therefor are rendered to Tenant. For the purposes of this Article, Tenant's fixtures shall be deemed to include all trade fixtures which Tenant may, as heretofore provided, have the right of removing at expiration of the term of this Lease.

Any real estate taxes which are the responsibility of the Tenant for a portion of any lease year shall be apportioned between the Landlord and Tenant on a pro-rata basis.

Anything herein to the contrary notwithstanding, if an income tax or other tax should be levied, assessed or imposed by the Commonwealth of Pennsylvania or by any political subdivision thereof upon the income arising from rents payable under this Lease for the Premises in lieu of or as a substitute for a tax upon the land and/or improvements comprising the Premises, such income tax shall be included within the meaning of the term

~~"taxes"~~ as used in this article to the extent that such income tax is specifically designated by the statute under which it was enacted to be in lieu of or a substitute for a tax upon the land and/or improvements comprising the Premises. DS

#### **ARTICLE 9** **MORTGAGEE'S APPROVAL**

If Landlord's mortgagee of the Shopping Center requires any modification of this Lease as a condition to its financing, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to modify this Lease accordingly; provided, however that Landlord shall not have any right of cancellation for Tenant's refusal to agree to any modification of this Lease relating to rent or other charges; the size of the Premises; duration and/or commencement of the term; or reducing the improvements to be made by Landlord to the Premises.

#### **ARTICLE 10** **USE OF PREMISES**

Upon the commencement of the term of this Lease, Tenant shall proceed with due dispatch and diligence to open for business on the Premises and shall thereafter continuously, actively and diligently operate its said business on the whole of the Premises,

in a high grade and reputable manner, during business hours throughout the term of this Lease unless prevented from so doing by fire, strikes, or other contingencies beyond the control of Tenant.

The Premises shall be occupied and used solely for the purpose of BEAUTY/TANNING SALON. Use of the Premises for any other purpose shall constitute default under this Lease. Vehicles shall not remain in or on the premises overnight. Tenant will not permit the Premises to be or remain vacant during the term of this Lease.

Notwithstanding the foregoing, Tenant covenants and agrees that during the term of this Lease or any renewal thereof, Tenant will not use or permit the use or occupancy of, any space within the Premises for the operation of a bank or financial institution, health and/or beauty aids store or drug store or a pharmacy department in which a registered pharmacist is in attendance or required by law to be in attendance for any period of time, or the operation of any store primarily engaged in the sale of health and/or beauty aids or for the conduct of a mercantile business of the type and kind known as a restaurant, or any seafood specialty restaurant or sale of prepared seafood, or a

grocery department, supermarket, convenience food store, bakery, deli or specialty store or department selling perishable food products for on or off premises consumption.

Tenant agrees to display no merchandise outside the Premises nor in any way obstruct the sidewalks adjacent thereto and shall not burn or place garbage, rubbish, trash, merchandise containers or other incidentals to the business outside the Premises. In the event Tenant places rubbish and refuse outside the Premises, Landlord may cause the same to be removed and Tenant shall pay the cost of such removal to Landlord upon demand.

Tenant also agrees to prevent the Premises from being used in any way which will injure the reputation of the same or of the building of which it is a part or may be a nuisance, annoyance, inconvenience or damage to the other tenants of such building or of the neighborhood, including, without limiting the generality of the foregoing, noise by playing of any musical instrument or radio or television or the use of a microphone, loud speaker, electrical equipment or other equipment outside of the Premises. Tenant covenants and agrees that all sales areas, etc. will be constructed and utilized in a manner that will not disturb, annoy, inconvenience or damage any other tenants of such

building and Tenant shall promptly, at its own expense, make whatever changes are necessary to correct any such problem.

Tenant covenants and agrees not to use or occupy or suffer or permit said Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Landlord over and above the normal cost of such insurance for the type and location of the building of which the Premises are a part. Tenant will, on demand, reimburse Landlord for all extra premiums caused by Tenant's use of the Premises, whether or not Landlord has consented to such use. If Landlord or any other Tenant causes an increase in Landlord's insurance premiums over and above the standard rate, then and in such event the increase will be paid by the causing party. If Tenant shall install any electrical equipment that overloads the lines in the Premises, Tenant shall, at its own expense, make whatever changes are necessary to correct the overload problem which will comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction thereover.

According to the Tenant's plumbing/sewage needs, but

under direct supervision and approval of the Landlord or the authorized representative of the Landlord, all plumbing/sewage, except the toilet facilities, will require proper filtration of all lines prior to their discharge into the Landlord's lines. Filtration may include, but not be limited to, grease-traps, oil-splinters, acid neutralizers. All filtration units must be inspected, properly cleaned and properly maintained weekly by Tenant at Tenant's expense. However, Tenant's routine business practices may require daily cleaning and maintenance. At no time will the use of garbage disposals or grinders be permitted within the Premises. All plumbing/sewage systems within the Premises are subject to Landlord's or Landlord's delegated agent's inspection as deemed necessary by Landlord or Landlord's agent. In the event Tenant is negligent in the proper inspection, cleaning and maintenance of the plumbing/sewage system within the Premises, Landlord will undertake the necessary action for proper plumbing/sewage system functioning at Tenant's expense plus 25% overhead for such action.

All trash, refuse, waste materials and impurities shall be stored within the Premises and removal of such shall be daily from the Premises at Tenant's expense. Until such removal, these shall be stored: (a) in adequate containers therefore, which such

containers shall be located as Landlord may from time to time designate so as not to be visible to the general public shopping on the shopping center site; and (b) so as not to constitute any health, safety, fire or nuisance hazard to any occupant(s). All wet garbage must be secured in a heavy-duty trash bag. In the event, Tenant has not performed such removal, Landlord may remove same and Tenant shall pay the Landlord the cost plus 25% overhead for such removal. No burning of trash, refuse, waste, or impurities shall be authorized. In no event shall Tenant place or store trash, waste, refuse or impurities within common facilities and Common Areas of the Shopping Center.

#### **ARTICLE 11** **PARKING AND COMMON AREAS**

Landlord has constructed or shall construct all automobile parking areas, driveways, entrances and exits, service drives, lighting, truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other areas and improvements as shown on Exhibit "A" (hereinafter referred to as "Common Areas"). All of said Common Areas shall be for the general use, in common of

tenants, their agents, employees, customers and invitees. Tenant, its agents, employees, customers and invitees are hereby granted the right to use all of said Common Areas for their intended purposed subject to the fact that Landlord shall have the right, from time to time, to establish, modify and enforce reasonable rules and regulations with respect to said Common Areas provided, however, that Landlord shall, at all times, maintain and have adequate means of ingress and egress to and from accepted highways and public streets. Landlord shall have the right to change the area, level, location and arrangement of the Common Areas, provided such changes do not adversely affect Tenant, and to restrict parking by Tenants, their officers, agents and employees to designated parking areas.

Landlord shall keep the Common Areas in the Shopping Center (including without limitation, sidewalks, driveways, service areas, curbs and parking areas) except sidewalks or loading docks contiguous to the Premises, the maintenance of which shall be the responsibility of Tenant, in good order and repair, reasonable free of snow, ice and debris and reasonably lighted during the normal business hours of the major Tenants in the Shopping Center. Landlord agrees to carry public liability and property damage insurance covering the parking areas and other

Common Areas in an amount not less than Two Million Dollars (\$2,000,000.) single limit coverage. Landlord agrees to save and hold the Tenant harmless from any loss, cost or suit brought by any person for injuries sustained, or property damage arising out of Landlord's negligence with respect to Landlords' duties under Article 11.

Deleted

**ARTICLE 12**  
**LANDLORD IMPROVEMENTS**

Landlord agrees at his expense to make certain improvements to the Premises as set forth on "**Exhibit B**" attached hereto and made a part hereof. Landlord shall notify Tenant in writing upon substantial completion of Landlord's improvements.

Any changes (except substantial changes), from the Description of the Landlord's Work, reasonably necessary or advisable during the preparation of the Premises shall not require the approval of the Tenant, nor shall any such modification affect or change this Lease or invalidate same. "Substantial Changes" shall be deemed to mean only such changes that materially alter the general appearance, relative location, or aggregate amount of floor space of the Premises or materially change the exterior appearance of the building of which the Premises are a part.



ARTICLE 13  
TENANT IMPROVEMENTS

~~Except for the Landlord improvements set forth on~~  
~~Exhibit B~~ Tenant agrees at his expense to make all other improvements to the Premises required for the operation of its business.

~~Initials  
JD~~

Tenant may make at its expense, interior, non-structural alterations, additions or improvements to the Premises, provided they are not permanent in nature and are made in accordance with applicable laws. Provided, however, Tenant must submit its plans and specifications to Landlord for Landlord's approval which shall not be unreasonably withheld. Tenant shall at all times maintain fire insurance with extended coverage in an amount adequate to cover the cost of replacement of all such alterations, additions or improvements. Tenant shall deliver to Landlord certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Landlord thirty (30) days' notice of cancellation of such policies. In the event of the making of such alterations, improvements and additions as herein provided, Tenant further agrees to indemnify and save harmless the Landlord from all expense, liens, claims or damages

to either persons or property arising out of or resulting from the undertaking or the making of said alterations, additions and improvements.

Prior to the termination of this Lease, or within thirty (30) days thereafter, if Landlord so directs by written notice to Tenant, who then shall promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by Tenant, and which are designated in such notice, and repair any damage occasioned by such removal, and in default thereof Landlord may effect such removal and repairs at Tenant's expense, normal wear and tear excepted.

Any property not so removed, and as to which Landlord shall not have made said election, shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord as Landlord shall desire. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

#### **ARTICLE 14** SIGNS

Tenant shall have the right, at its expense, to erect

on the exterior of the Premises and on the pylon sign under the BiLo Plaza sign. The pylon sign shall be of the same color and size of the existing signs. Such signs shall be structurally sound and in conformity with existing municipal regulations. Provided, however, that Landlord's prior written consent is required for all signs on the exterior of the Premises.

Tenant agrees to maintain said signs in a good state of repair, and save Landlord harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance and removal of such signs. All such signs shall be in accordance with said specifications. In addition, the Tenant shall be required to remove the signs and repair all damage upon termination of this Lease.

#### **ARTICLE 15** REPAIRS

Landlord covenants and agrees to keep and maintain the roof, including bearing walls, columns, utility lines outside Premises, and permanently installed walls and floors, not including floor coverings, and other exterior portions of the Premises exclusive of doors, door checks, and windows and to make

any structural repairs in the interior of the Premises, except for reasonable wear and tear and any damage thereof caused by any act of negligence of Tenant, its employees, agents, invitees, licensees, or contractors, in which event such damage shall be promptly repaired at the sole cost and expense of Tenant. Other than as herein provided Landlord shall not be responsible to make any other improvements or repairs of any kind, in or upon the Premises.

Tenant covenants and agrees to keep and maintain in good order, condition and repair the Premises and every part thereof, except as herein before provided, including but without limitation the exterior and interior portions of all doors, door checks, windows, plate glass, all plumbing, and sewage facilities within the Premises including free flow up to the main sewer line, fixtures, heating, air-conditioning and electrical equipment, and interior walls, floors and ceilings, interior lighting, including compliance with applicable building codes relative to fire extinguishers. Tenant shall also obtain and keep in force a monthly service contract for the heating and air-conditioning unit, which covers repairs and maintenance. Tenant shall also keep the sidewalk in front of the Premises free of trash and debris, snow and ice. If Tenant refuses or neglects to commence

or complete repairs promptly and adequately landlord may, but shall not be required to do so, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand.

**ARTICLE 16**  
**INSURANCE**

A) **LIABILITY INSURANCE** - Tenant shall, during the entire term hereof, keep in full force and effect, a policy of public liability and property damage insurance with respect to the Premises, and the business operated by Tenant and any subtenants of Tenant in the Premises in which the limits of public liability shall not be less than <sup>One</sup> ~~Two~~ Million Dollars (\$1,000,000.) single limit coverage. The policy shall name Landlord and Tenant as insured as their interests appear and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord Thirty (30) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord. Tenant shall protect, indemnify and defend the Landlord against any and all claims in connection with any injury, loss or damage to property occurring in, on, or about the demised premises.



B) FIRE/EXTENDED COVERAGE INSURANCE - Landlord shall, subject to reimbursement as provided herein, maintain fire with extended coverage insurance, rental loss insurance or any other insurance coverage's deemed necessary by Landlord or Landlord lender (collectively "Landlord-Carried Insurance" herein) throughout the term. ~~Tenant hereby agrees to reimburse Landlord for Tenant's pro rata share of any Landlord-Carried Insurance attributable to the building or the Premises as part of the Common Area expenses. Tenant's pro rata share shall be a proportion of the premiums for such Landlord-Carried Insurance based on the ratio of the square footage of the floor area of the premiums to the total square footage of the floor area of all space covered by such Landlord-Carried Insurance.~~ DS

**ARTICLE 17**  
**MUTUAL WAIVER OF SUBROGATION**

Each policy of fire insurance with extended coverage carried by Landlord and Tenant shall provide that the insurer waives any right of subrogation against the other in connection with or arising out of any damage to such property contained in the Premises caused by fire or other risks or casualty covered by such insurance.

In the event that waiver of subrogation endorsement is

obtainable only at an additional expense, then the party so requiring such waiver of subrogation endorsement shall either pay the cost of the additional premium for such provisions, or the other party shall be relieved of its obligation to obtain such endorsement.

Neither party, nor its agents, employees or guests, shall be liable to the other for loss or damage caused by any risk covered by such insurance, provided such policies shall be obtainable. This release shall extend to the benefit of any subtenant and the agents, employees and guests of any such subtenant.

**ARTICLE 18**  
**UTILITY CHARGES**

Landlord agrees to pay for all available utility services rendered or furnished to the Demised Premises, except telephone.

**ARTICLE 19**  
**ESTOPPEL STATEMENT**

Within ten (10) days after request by Landlord, Tenant agrees to deliver an estoppel certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there

are no defenses or offsets thereto, or stating those claimed by Tenant.

**ARTICLE 20**  
**SUBORDINATION**

Tenant agrees to subordinate this Lease to any institutional first mortgage, underlying or master lease now or hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereto. The word "mortgage" as used herein includes mortgages, deeds of trust or similar instruments and the word mortgage, underlying or master lease shall include such modifications, consolidations, extensions, renewals, replacements or substitutes thereof. Provided, however, that if Tenant is not in default of this Lease, its tenancy will not be disturbed but shall continue in full force and effect. As a condition to this Lease, Landlord shall obtain as soon as practicable after the commencement of this Lease a subordination, non-disturbance attornment agreement in satisfactory form, from the holders of any and all of the above mortgages or underlying or master leases, if any.

ARTICLE 21  
ASSIGNMENT-SUBLETTING

Tenant covenants and agrees not to assign this Lease or to sublet the whole or any part of the Premises, or to permit any other persons to occupy same without the written consent of the Landlord, which shall not be unreasonably withheld or delayed, references elsewhere herein to assignees notwithstanding. In the event that the Tenant requests permission to either assign this Lease, or to sublet the whole of the Premises, then Landlord may elect to do one of the following: (a) consent, (b) withhold consent in its sole and absolute discretion, or (c) terminate this Lease within ninety (90) days after receipt of Tenant's request to assign or sublet, in which event this Lease shall terminate and end upon ninety (90) days written notice of Landlord's election to so terminate, and in such event Tenant shall be released of its obligations hereunder. Any such assignment or subletting, even with the consent of Landlord, shall not relieve Tenant from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Premises.

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

Landlord's consent shall not be required for any assignment, transfer or subletting to a parent or affiliated company or in connection with a merger, consolidation, combination or sale of substantially all or all of the assets involving any of the foregoing entities.

**ARTICLE 22**  
**GOVERNMENTAL REGULATIONS**

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to its use of said Premises except that Tenant may defer compliance with and contest same provided Tenant first gives Landlord assurance satisfactory to Landlord against any loss, cost or expense on account thereof. Any changes required by such authorities which are not caused by the act or neglect of the Tenant and which are a responsibility of Landlord as set forth in Article 15, Repairs,

shall be remedied by Landlord.

**ARTICLE 23**  
**EMINENT DOMAIN**

In the event the Premises or any part thereof shall be taken or condemned either permanently or permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain the entire compensation award therefor both leasehold and reversion shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant and Tenant hereby assigns to Landlord all its right, title and interest to any such award. Tenant shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for fixtures and other equipment installed by it and for loss of future business or profit thereon, but only if such award shall be in addition to the award for the land and the building (or portion thereof) containing the Premises and the Landlord's award for loss of future business or profit thereon.

If the entire Premises shall be taken as aforesaid, then this Lease shall terminate and shall become null and void from the time possession thereof is required for public use and

from the date, the parties hereto shall be released from further obligation hereunder but in the event a portion only of the Premises itself shall be so taken or condemned then Landlord, at his own expense, shall repair and restore the portion not affected by the taking and thereafter the minimum rental to be paid by Tenant shall be equitably and proportionately adjusted. However, if due to the condemnation Tenant is prevented from conducting its business as usual for any reason, Tenant may cancel this Lease by thirty (30) days prior written notice to the Landlord.

In the event of taking of any portion of the Premises or Supermarket Premises or any other portion of the Shopping Center of which the Premises may be part, if such taking materially affects the economic feasibility of continued operations of Tenant's business, Tenant shall have the option to cancel this Lease.

#### **ARTICLE 24** **DESTRUCTION OF PREMISES**

If the Premises shall be destroyed by fire or other casualty covered by Landlord's policy of fire and extended coverage insurance during the term of this Lease, then Landlord shall replace the Premises with a building containing space equal

to the present leased space, and of the same general type of construction or better, the same to be done as soon as possible after the insurance adjustments, but in no event later than seven (7) months from the date of the destruction. Provided however should the extent of the damage exceed 50% of gross leasable area of the Premises, then Landlord shall have the option to rebuild or of terminating this Lease. In the event the Landlord rebuilds the Premises then, this Lease shall be automatically extended for the same time period during which the Premises were untenantable due to said fire or other casualty.

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

**ARTICLE 25**  
**DEFAULT**

In the event the Tenant shall default in the payment of rent or any other charge required to be paid by Tenant hereunder, when the same shall become due and payable, and such failure shall continue for a period of ten (10) days after Landlord has given written notice thereof to Tenant, or if Tenant shall default in the performance of any of the other terms, covenants and conditions on its part to be performed, and shall remain in default for a period of thirty (30) days after Landlord has notified Tenant in writing of such failure, then the Landlord, at its option, shall have privilege of canceling and terminating this Lease upon giving to the Tenant ten (10) days' written notice of such election whereupon the above mentioned term shall cease at the expiration of the last mentioned ten (10) days in the same manner and to the same effect as if that were the expiration of the original term hereof and may take any and all legal remedies which inure to a Landlord's benefit upon a Tenant's default.

Provided, however, that if such default on the Tenant's part cannot be remedied within such thirty (30) day period, then Tenant shall not be deemed to be in default if it commences to remedy such default within said thirty (30) day period and

continues diligently until such default has been remedied in full.

If this Lease shall be terminated as herein provided, Landlord, or its agents or employees, may immediately or at any time hereafter re-enter the Premises and recover therefrom Tenant, Tenant's agents, any subtenants, and any licensees, concessionaires or invitees, together with any of its or their property by any suitable action or proceeding at law or by force or otherwise. In the event of such termination, Landlord may repossess and enjoy the Premises. Tenant waives any right to the service of any notice of Landlord's intention to re-enter provided for by any present or future law. Landlord shall not be liable in any way in connection with any action it takes pursuant to the foregoing. However, if Landlord wrongfully enters possession, Tenant shall not be foreclosed from bringing an action for damages. Notwithstanding any such re-entry, possession, dispossession or removal, Tenant's liability under all of the provisions of this Lease shall continue.

In the case of re-entry, repossession or termination of this Lease, whether the same is the result of the institution of summary or other proceedings or not, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally

permissible for (i) the rent, additional rent and all other charges provided for herein until the date this Lease would have expired had such termination, re-entry or repossession not occurred; and expenses to which Landlord may be put in re-entering the Premises and repossessing the same; making good any default of Tenant; painting, altering or dividing the Premises; combining the same with any adjacent space for any new Tenant; putting the same in proper repair; protecting and preserving the same by placing therein watchmen and caretakers; reletting the same (including attorney's fees and disbursements, marshall's fees, brokerage fees, in so doing); and any expenses which Landlord may incur during the occupancy of any new Tenant; minus (ii) the net proceeds of any reletting. Tenant agrees to pay Landlord the difference between items (i) and (ii) herein above with respect to each month, at the end of such month. Such payment shall be made to Landlord at Landlord's notice address or such other address as Landlord may designate by giving notice to Tenant. Any suit brought by Landlord to enforce collection as such difference for any one month shall not prejudice Landlord's right to enforce the collection of any difference for any subsequent month. In addition to the foregoing, Tenant shall pay to Landlord such sums as the court which has jurisdiction

thereover may adjudge reasonable as attorney's fees with respect to any successful lawsuit or action instituted by Landlord to enforce the provisions hereof.

Landlord may relet the whole or any part of said Premises for the whole of the unexpired portion of this Lease, or longer, or from time to time for shorter periods, for the fair rental value then obtainable, giving such concessions of rent and making such special repairs, alterations, decorations and painting for any new Tenant as may be reasonable. Tenant's liability as aforesaid shall survive the institution of summary proceedings and the issuance of any warrant thereunder. Landlord shall use its best efforts to relet or to attempt to relet the Premises.

#### **ARTICLE 26** **ACCESS TO LANDLORD**

Upon prior written notice and at reasonable times, Landlord or Landlord's agent shall have the right to enter the Premises at reasonable times to examine same, and to show them to prospective purchasers of the building and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, provided such entry or repairs shall not unreasonably interfere with Tenant's occupancy of or business in

the Premises.

**ARTICLE 27**  
**FORCE MAJEURE**

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder, including completion of Tenant's Premises by Landlord as required in Article 10 hereof, by reason of strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the party delayed, then performance of such act shall be excluded for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not operate or excuse the Tenant from the prompt payment of rent, or additional rent or any other payments required by the terms of this Lease, except as may be excused during delay in delivery, completion, or opening of Tenant's Premises.

**ARTICLE 28**  
**BANKRUPTCY OR INSOLVENCY**

If at any time prior to the date herein fixed as the

commencement of the term of this Lease or any anytime thereafter there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver of trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or if there is an assignment by operation of law, or if Tenant makes application to Tenant's creditors to settle or compound or extend the time for payment of Tenant's obligation, or if any execution or attachment shall be levied upon any of the Tenant's property or the Demised Premises are taken or occupied or attempted to be taken or occupied by someone other than the Tenant, then this Lease shall at the Landlord's option be canceled and terminate and in which event, neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession of the Demised Premises.

**ARTICLE 29**  
**BROKER'S FEE**

Landlord and Tenant mutually warrant, one to another, that there are no real estate broker(s) entitled to a commission as a result of producing this Lease and Landlord and Tenant hold

each other harmless from any claims made by any other real estate broker for a commission as a result of allegedly effectuating this Lease.

**ARTICLE 30**  
**INTENTIONALLY OMITTED**

**ARTICLE 31**  
**LANDLORD'S TITLE**

Landlord covenants and warrants to Tenant that Landlord has good and marketable leashold title to the Premises and other Premises in which Tenant is given rights of use by this Lease, that Landlord's leasehold title is subject only to the usual title objections, if any, not capable of interfering with Tenant's beneficial use of the Premises, or any part thereof, as permitted under this Lease or other Premises on which Tenant is given rights of use by this Lease. Landlord covenants and warrants that the Premises may be used for the purposes herein contemplated.

**ARTICLE 32**  
**LIENS**

Landlord shall keep the Premises free and discharged of mechanics and material men liens and encumbrances affecting the leasehold interest created hereby which are the result of Landlord's act(s) or omission(s). If Tenant shall be made a party

to any legal proceedings affecting Tenant's right of possession, not caused by any act of Tenant, Landlord will reimburse Tenant for reasonable attorney's fees or other expenses incurred by Tenant in defending its right to this Lease, and any such expenses may be applied by Tenant upon rental due or to become due. Further, Landlord agrees to hold Tenant harmless from any such lien or liens which may be placed against the property and agrees to use diligence in having said liens removed by litigation or payment.

Tenant shall keep the Premises free and discharged of mechanics and material men liens and encumbrances affecting the leasehold interest created hereby which are the result of Tenant's act(s) or omission(s). If Landlord shall be made a party to any legal proceedings affecting Landlord's right of possession, not caused by any act of Landlord, Tenant will reimburse Landlord for reasonable attorney's fees or other expenses incurred by Landlord in defending its right to this Lease, and any such expenses may be applied by Landlord upon rental due to become due. Further, Tenant agrees to hold Landlord harmless from any such lien or liens which may be placed against the property and agrees to use due diligence in having said liens removed by litigation or payment.

**ARTICLE 33**  
**NOTICES**

All notices required to be sent under the provisions of this Lease to Landlord and Tenant by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, to the addresses set forth on the first page of this Lease, with a copy to:

**LANDLORD:**  
**SUNRISE PROPERTIES INC.**  
**c/o THE PENN TRAFFIC COMPANY**  
**P.O. Box 4737**  
**Syracuse, New York 13221**  
**Attn. Real Estate Department**

**TENANT:**  
**GEORGIA SLAGLE**  
**t/a Main Street Salon**  
**100 North Main Street**  
**Dubois, PA 15801**

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address provided on the first page of this Lease. All payments of rents shall be mailed to the Landlord at the address designated on the first page of this Lease.

**ARTICLE 34**  
**EMERGENCY**

Tenant may, if an emergency shall exist, perform any obligation of

Landlord hereunder for the account of Landlord, after first notifying the Landlord of the same in writing of such emergency. In such event, Tenant shall request Landlord to reimburse Tenant for such expenditures made by Tenant. If Landlord fails to reimburse Tenant within thirty (30) days after Tenant's request therefor, Tenant may apply such claim against any subsequent installment(s) of rent. An emergency is defined as an event which materially or adversely affects the operation of Tenant's business or causes a health or safety hazard.

**ARTICLE 35**  
**RECORDING**

This Lease shall not be recorded, but a short form or Memorandum of this Lease may be recorded upon request of either party.

**ARTICLE 36**  
**SUCCESSORS AND ASSIGNS**

This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal respective legal representatives, heirs, successors and assigns.

**ARTICLE 37**  
**HOLDOVER**

Should Tenant remain in possession of the Premises after the expiration of the term of this Lease, such holding over shall be deemed to have created and construed to be a tenancy from month-to-month, terminable on thirty (30) days' written notice from either party to the other.

**ARTICLE 38**  
**EMERGENCY REPAIRS**

Landlord may, with notice to Tenant, or without notice in the case of an emergency, cut off and discontinue gas, water, electricity, and any or all other utilities whenever such discontinuance is necessary in order to make repairs or alterations. No such action by Landlord shall be construed as an eviction or disturbance of possession or as an election by Landlord to terminate this Lease, nor shall Landlord be in any way responsible or liable for such action. Landlord agrees that non-emergency repairs will be performed at such time as to cause as little disruption to Tenant's business as possible. Landlord agrees to notify Tenant as much in advance as possible of required repairs in order that any repairs can be scheduled to accommodate Tenant's operation as practical.

**ARTICLE 39**  
**SURRENDER OF PREMISES**

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

Tenant shall at Tenant's expense remove all property of Tenant and all alterations, additions and improvements as to which Landlord shall have made the election herein before provided, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed, normal wear and tear excepted. Any property not so removed and as to which Landlord shall have not made said election, shall be deemed to have been abandoned by Tenant and may be retained or disposed of by

Landlord, as Landlord shall desire. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

**ARTICLE 40**  
**WAIVER OF TENANT'S DEFAULT**

No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Landlord at any time when Tenant is in default under any covenant or condition hereof, be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder an acceptance by Landlord of rental during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such other rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default

continues, terminate this Lease on account of such default in the manner herein before provided.

**ARTICLE 41**  
**DEFAULT BY LANDLORD**

Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after notice in writing to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations. In the event of emergency obligations, such as snow removal, the Landlord will perform promptly upon notice, or otherwise Tenant may perform the work at Landlord's expense.

Provided, however, that if the holder of record of the first mortgage covering the Premises shall have given prior written notice to Tenant that it is the holder of said first mortgage and that such notice includes the address at which notices to such mortgagee are to be sent, then Tenant agrees to give to the holder of record of such first mortgage notice simultaneously with any notice given to Landlord to correct any

default of Landlord as herein above provided and agrees that the holder of record of such first mortgage shall have the right, within sixty (60) days after receipt of such notice, to correct or remedy such default before Tenant may take any action under this lease by reason of such default.

**ARTICLE 42**  
**TERM "LANDLORD"**

The term "Landlord" as used in this lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner (or Tenant of the ground or underlying lease of which this lease is a sublease) for the time being of the Shopping Center buildings and the land which they stand. If the Shopping Center, or the ground or underlying lease, be sold or transferred, the seller (or assignor of the ground or underlying lease of which this lease is a sublease) shall be automatically and entirely released of all covenants and obligations under this lease from and after the date of such conveyance or transfer, provided the purchaser on such sale (or the subleases or assignee of the ground or underlying lease as aforesaid) has assumed and agreed to carry out all covenants and obligations of Landlord hereunder, it being intended

hereby that the covenants and obligations contained in this lease to be performed on the part of Landlord shall be binding upon Landlord, its successors and assigns, only during their respective successive periods of ownership.

**ARTICLE 43**  
**INVALIDITY OF PARTICULAR PROVISIONS**

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

**ARTICLE 44**  
**RECAPTURE**

**NOTICE AND RECAPTURE OF PREMISES.** If Tenant elects to cease its business operations at the Premises, Landlord shall have the option of recapturing the Premises at any time thereafter until such time as an assignee or sublessee opens for business as provided for herein.

If Landlord elects to recapture the Premises, Landlord shall provide Tenant with written notice that shall provide for a date of termination of this Lease, which shall be thirty (30) days from the date of Landlord's notice to terminate, and upon such termination, Tenant shall be relieved of and from any and all further liability or obligation to Landlord under and pursuant to this Lease thereafter accruing.

**RIGHT TO INSTALL SIGNS; SHOW PREMISES.** In the event Tenant ceases its business, Landlord shall have the right to install on the exterior of the Premises (but not so as to unreasonably obstruct the view or access thereto) the customary "For Rent" sign and during such time permit Landlord to show the Premises and all parts thereto prospective tenants during normal business hours.

**ARTICLE 45**  
**RELOCATION OF LEASED PREMISES**

At its option, Landlord may substitute for the Leased Premises other space (hereafter called "Substitute Premises") in the building at any time during the term or any extension of this lease. Insofar as reasonably possible, the Substitute Premises

shall have a comparable square foot area and a configuration substantially similar to the Leased Premises.

- (a) **Notice.** Landlord shall give Tenant at least sixty (60) days notice of its intention to relocate Tenant to the Substitute Premises. This notice will be accompanied by a floor plan of the Substitute Premises.
- (b) **Construction.** Landlord agrees to construct, at its own expense, the Substitute Premises as expeditiously as possible so that it is in substantially the same state that the Leased Premises was in immediately prior to the relocation. Landlord shall have the right to reuse the fixtures, improvements, and alterations used in the Leased Premises. Tenant agrees to occupy the Substitute Premises after Landlord's work is substantially completed.
- (c) **Moving expenses.** Landlord shall pay Tenant's reasonable cost of moving the tenant's furnishings, trade fixtures, and inventory to the Substitute Premises.

(d) **Lease obligations.** Subject to paragraph (e) below, Tenant agrees that all of the obligations of this lease, including the payment of rent, will continue despite Tenant's relocation to the Substitute Premises. Upon substantial completion of the Substitute Premises, this lease will apply to the Substitute Premises as if it had been the space originally described in the lease.

(e) **Tenant's liability.** Landlord shall use all reasonable efforts to minimize any period when the Leased Premises shall be closed to the public as a result of relocation. Tenant's minimum shall abate from the date the Leased Premises is closed until the date the Substitute Premises is open for business. Tenant agrees to use all reasonable efforts to open for business in the Substitute Premises as quickly as is reasonably possible under the circumstances.

(f) **Landlord's liability.** Except as provided above, Landlord shall not be liable or responsible in any way for damages or injuries suffered by Tenant pursuant to a relocation in accordance with this provision including, but not limited to, loss of goodwill business, or profits.

G. **Lease Amendment.** Landlord and Tenant shall promptly execute an amendment to this Lease reciting the relocation of the Premises and any changes in the monthly minimum rent payable hereunder.

#### **ARTICLE 46**

##### **ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this Lease. This Lease may not be changed or modified except by an agreement in writing signed by Landlord and Tenant.



G. **Lease Amendment.** Landlord and Tenant shall promptly execute an amendment to this Lease reciting the relocation of the Premises and any changes in the monthly minimum rent payable hereunder.

#### **ARTICLE 46**

##### **ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this Lease. This Lease may not be changed or modified except by an agreement in writing signed by Landlord and Tenant.



IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year first written above.

SUNRISE PROPERTIES, INC.

Ronald Landis

WITNESS:

David R. Norcross

David R. Norcross  
Assistant Secretary

GEORGIA SLAGLE  
t/a Main Street Salon

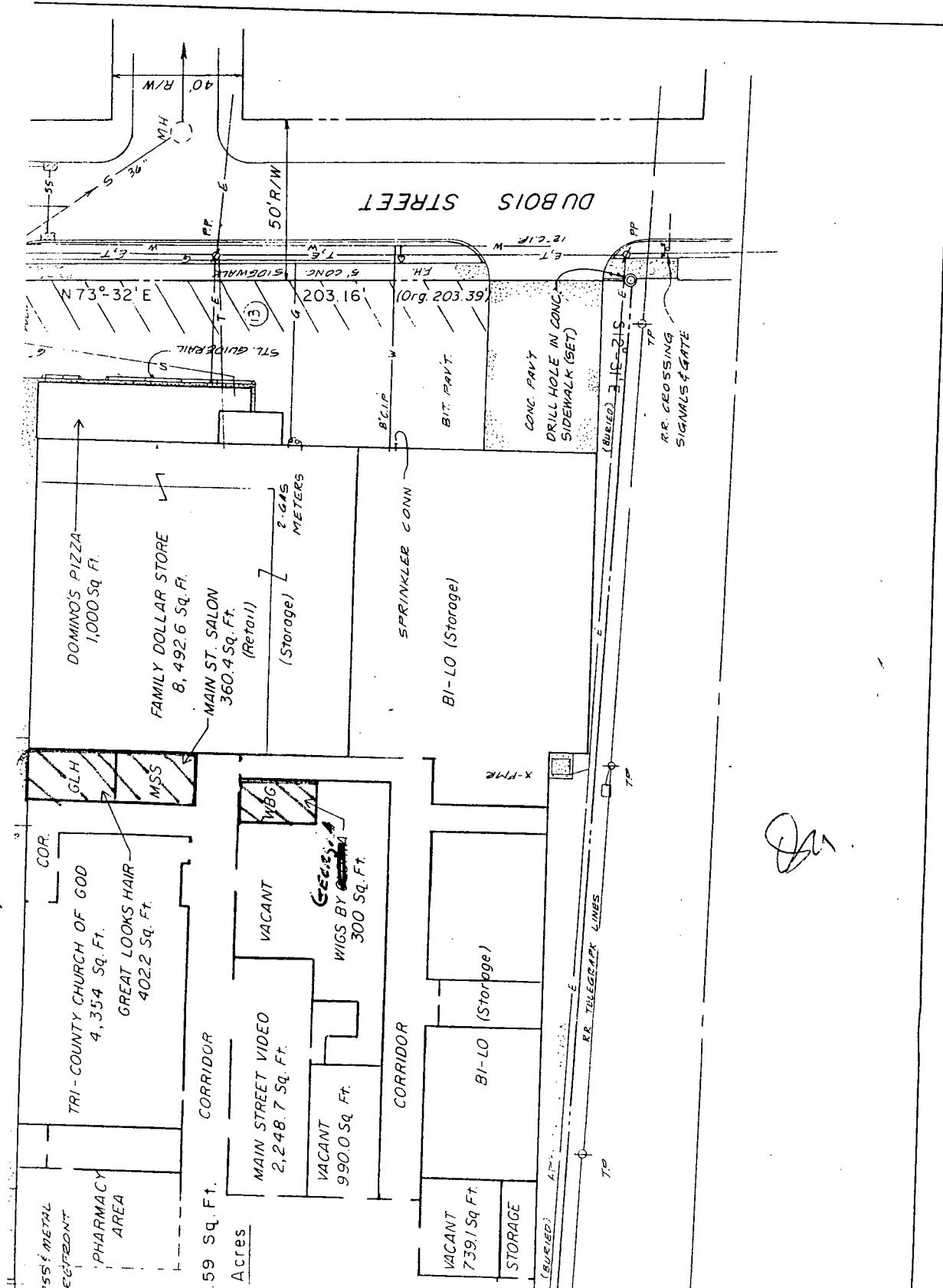
Angie D. Slagle

WITNESS:

Georgia C. Slagle

Georgia Slagle

"Exhibit A"



**EXHIBIT "B"**

**LANDLORD IMPROVEMENTS**

None - Premises accepted in As Is Condition

*Bm*

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) SS.:

October

On the 25 day of ~~August~~ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared David R. Norcross, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Sylvia L. Gillooly*

Notary Public

**SYLVIA L. GILLOOLY**  
Notary Public, State Of New York  
Qualified In Cayuga County  
No. 01G16057077

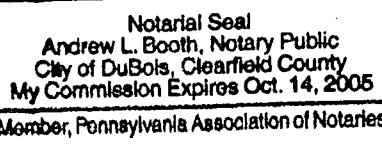
My Commission Expires April 09, 2003

STATE OF PENNSYLVANIA )  
COUNTY OF Clearfield ) SS.:

On the 14<sup>th</sup> day of Nov in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared George Siegle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Andrew L. Booth*

Notary Public



Member, Pennsylvania Association of Notaries

**GUARANTY OF LEASE**

The undersigned **Georgia Slagle, t/a Main Street Salon**, an individual with principal office at or residence at 100 North Main Street, Dubois, Pennsylvania hereinafter with its or his successors, assigns and legal representatives, called "Guarantor", in consideration of the execution and delivery of the annexed and foregoing lease (the "Lease" bearing date of October 25, 2001, pursuant to which THE PENN TRAFFIC COMPANY, Post Office Box 4737, Syracuse, New York 13221-4737 (hereinafter and in said Lease called "Landlord") has leased to:

Georgia Slagle, t/a Main Street Salon  
(Name of Tenant)

Main Street Mall, 100 North Main Street, DuBois, PA  
(Street Address)

(hereinafter and in said Lease called "Tenant") certain premises in the Shopping Center known as Main Street Mall, North Main Street, DuBois, Pennsylvania, as more fully described in the Lease, and for other good and valuable consideration paid to Guarantor by Landlord, the receipts whereof is hereby acknowledged, does hereby guarantee to Landlord the full, prompt and punctual performance by Tenant of all of Tenant's agreements, covenants and obligations under, and for the term of, the Lease, and the payments, covenants and obligations under and for the term of, the Lease, and the payments of all amounts that may be or become payable by Tenant to or for the benefit of Landlord under the Lease, and the payment of all damages that arise in consequence of any default by Tenant under the Lease, along with reasonable attorney's fees and other costs incurred in enforcing the Lease.

Guarantor hereby agrees with Landlord that this Guaranty is unconditional and irrevocable, and that Guarantor hereby waives (a) notice of the acceptance of this Guaranty by Landlord, (b) all notices or demands which may be given or are required to be given under the Lease to Tenant, (c) the right to require Landlord first to proceed against Tenant prior to proceeding against Guarantor for enforcement of the obligations under this Guaranty, and (d) notice or right of approval of any amendment,

modification or assignment of the Lease. This Guaranty shall remain in full force and effect, notwithstanding any amendment or modification of the Lease, or any assignment of Tenant's interest in the Lease. In the event that any other party is also a Guarantor of Tenant's obligations under the Lease, Guarantor's obligations hereunder shall not be terminated, affected or impaired by reason of such other guaranty or by any inaction of Landlord in relation thereto. Bankruptcy or any similar insolvency proceedings affecting Tenant shall not limit Guarantor's obligations herein.

Guarantor further agrees that the validity of this Guaranty and the obligations hereunder shall in no way be terminated, affected or impaired by reason of the assertion or waiver by Landlord of any of the rights or remedies reserved to Landlord pursuant to the terms of the Lease.

This Guaranty shall be binding on Guarantor, its or his successors, assigns and legal representatives, and for the benefit of Landlord, its successors, assigns and legal representatives.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on this              day of  
2001.

(Name of Guarantor)

By:  
Georgia Slagle

# OPEN INVOICES

## Customer Activity (Open)

File Edit Options Field Actions Subforms Window Help



[Inquire]

EFX

Company:    Penn Traffic Consolidated USD  
 Customer:  600011  MAIN STREET SALON  
 Display Date:  Due Date:  Balance:  11,000.00  
 AR Balance:  11,000.00 BOE Bal:  0  
 Currency Display:  P Base Hist:  N

Filter

Position To:

SC Transaction Due Date Base Amount Base Open Amount TU CD

I	IN00722760	05/18/05	June 05'	1,100.00	1,100.00	-
I	IN00719601	04/15/05	May 05'	1,100.00	1,100.00	-
I	IN00717168	03/19/05	Apr 05'	1,100.00	1,100.00	-
I	IN00713653	02/18/05	Mar 05	1,100.00	1,100.00	-
I	IN00710552	01/16/05	Feb 05	1,100.00	1,100.00	-
I	IN00707844	12/18/04	Jan 05'	1,100.00	1,100.00	-
I	IN00704875	11/18/04	Dec 04'	1,100.00	1,100.00	-
I	IN0070233	10/15/04	Nov 04	1,100.00	1,100.00	-
I	IN00692560	09/18/04	Oct 04	1,100.00	1,100.00	-
I	IN00697362	08/18/04	Sept 04"	1,100.00	1,100.00	-

\$11,000

EXHIBIT "B"

#9003

## Closed Invoices (or Paid)

# 9003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100855  
NO: 05-1500-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: THE PENN TRAFFIC COMPANY Successor in interest to Sunrise Properties Inc  
vs.  
DEFENDANT: GEORGIA SLAGLE

**SHERIFF RETURN**

NOW, October 17, 2005 AT 10:47 AM SERVED THE WITHIN COMPLAINT ON GEORGIA SLAGLE DEFENDANT AT 220 WEST WASHINGTON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GEORGIA SLAGLE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

**FILED**  
013:57601  
FEB 03 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HANAK	14391	10.00
SHERIFF HAWKINS	HANAK	14391	73.66

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins  
by Marilyn Hause*

Chester A. Hawkins  
Sheriff

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

THE PENN TRAFFIC COMPANY,  
SUNRISE PROPERTIES, INC.

\* NO. 2005-1500-CD

Plaintiff

\*

vs.

\*

GEORGIA SLAGLE,  
Defendant

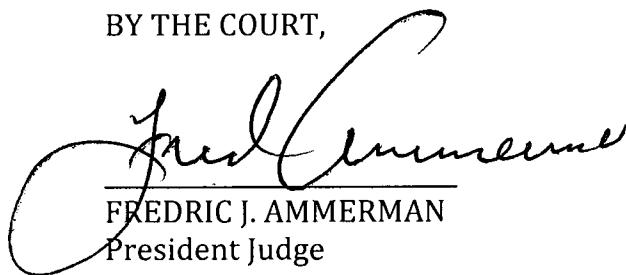
\*

ORDER

FILED  
Z MAR 18 2013  
of 9:00 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

NOW, this 14<sup>th</sup> day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over six years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRIC J. AMMERMAN

President Judge