

06-1654-CD
Red. Auth of DuBois vs Penn-West Com.

2006-1654-CD
Redevelopment vs Penn-West Com.

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

REDEVELOPMENT AUTHORITY OF : NO. 06-1654-C.D.
THE CITY OF DuBOIS

Plaintiff :
vs. : TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC. : TYPE OF PLEADING:
: COMPLAINT – JUDGMENT FOR
: POSSESSION BY CONFESSION
Defendant :
: FILED ON BEHALF OF:
: PLAINTIFF
: COUNSEL OF RECORD FOR
: THIS PARTY:
: CHRISTOPHER E. MOHNEY, ESQ
: SUPREME CT ID 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DuBOIS, PA 15801
: (814) 375-1044

FILED pd \$85.00 Atty
9/22/2006 Notice to deft
OCT 10 2006 (To be served by shp)
William A. Shaw Statement to Atty
Prothonotary/Clerk of Courts

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

REDEVELOPMENT AUTHORITY OF : NO. 06- -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

COMPLAINT

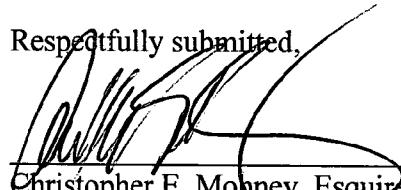
AND NOW, comes Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY
OF DuBOIS, by its attorney, CHRISTOPHER E. MOHNEY, ESQUIRE, and files this
Complaint – Judgment for Possession by Confession, and avers as follows:

1. Plaintiff Redevelopment Authority of the City of DuBois is a body corporate and politic and being an agency of the Commonwealth of Pennsylvania and has an address at 19 West Scribner Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant Penn-West Commodities, Inc. is believed to be a Pennsylvania corporation with an address at 301 Aspen Way, DuBois, Clearfield County, Pennsylvania 15801.

3. On or about August 1, 2005 Defendant, as lessee, entered into a commercial lease agreement with Plaintiff for industrial building space at 301 Aspen Way, DuBois, Clearfield County, Pennsylvania 15801 (the "leased premises"). A true and correct copy of the lease agreement is attached hereto, made a part hereof, and marked as Exhibit "A".
4. Plaintiff avers that judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
5. Defendant defaulted under the terms of the lease agreement by failing to pay rent for the months of March, 2006 and April, 2006.
6. On or about April 27, 2006, Plaintiff gave Defendant written notice of default under the lease agreement. A true and correct copy of the aforementioned notice of default is attached hereto as Exhibit "B", which evidences Defendant's receipt of said notice on April 28, 2006.
7. Plaintiff has not confessed judgment in ejectment against defendant in any jurisdiction.
8. Plaintiff is authorized to confess judgment in ejectment against defendant for possession of the leased premises by warrant of attorney contained on page 11 of the lease agreement.
9. The warrant of attorney appearing in paragraph 11 of the lease agreement is less than 20 years old.
10. The lease agreement upon which judgment is being confessed was for commercial and not residential purposes, and was freely negotiated by the parties thereto.

WHEREFORE, Plaintiff demands judgment in ejectment against Defendant for immediate possession of the above-described premises, as authorized by warrant of attorney appearing in paragraph 11 of the lease agreement.

Respectfully submitted,

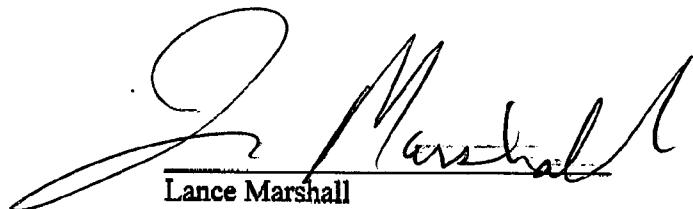


Christopher E. Mohney, Esquire
Attorney for Plaintiff

VERIFICATION

I, LANCE MARSHALL, Executive Director for the Redevelopment Authority of the City of DuBois, have read the foregoing Complaint – Judgment for Possession by Confession. The statements therein are correct to the best of my personal knowledge or information and belief.

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


Lance Marshall

Lease Agreement

THIS AGREEMENT, made the 1st day of August, 2005, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF DUBOIS**, a body corporate and politic and being an agency of the Commonwealth of Pennsylvania, having its principal office at 16 West Scribner Avenue, DuBois, Clearfield County, Pennsylvania, (hereinafter called Lessor), of the one part,

AND

PENN-WEST COMMODITIES, INC., of DuBois, Pennsylvania (hereinafter called Lessee), of the other part.

Lessor does hereby demise and let unto Lessee all those certain premises located in a multi-tenant industrial building located on Aspen Way in the City of DuBois, Clearfield County, Pennsylvania, as more particularly described on Exhibit "A", attached hereto for the term of one (1) years beginning the 1st day of August, 2005 and ending the 31st day of July, 2006, for the minimum 12 month rental of \$10,620.00 dollars, lawful money of the United States of America, payable in monthly installments in advance during the term of this lease, or any renewal, in sums of \$885.00 dollars on the 1st day of each month, rent to being from the 1st day of August, 2005 the first installment to be paid at the time of signing this lease.

1. Inability to Give Possession. If Lessor is unable to give Lessee possession of the demised premises by reason of the holding over of previous occupant, or by reason of any because beyond the control of the Lessor, the Lessee shall not be liable in damages to the Lessee, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties shall be suspended.

2. Additional Rent.

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

Taxes. Lessee further agrees to pay as rent in addition to the minimum rental all taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease. The same shall be paid by Lessee to Lessor as the taxes become due and in time to obtain any discount for early payment.

1
Exhibit A.

Fire and Liability Insurance Premiums. Lessee further agrees to pay as rent all increases in fire and liability insurance premiums upon the demised premises and/or the building of which the demised premises is a part, due to an increase in the rate of fire or liability insurance in excess of rate on the demised premises at the time of making this lease, if the increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

Utilities. Lessee further agrees to pay as additional rent, all utilities, including charges for water, sewer and sewage system, natural gas, electricity, and the like which are to be separately metered to the premises leased herein. In addition, Lessee agrees to pay all charges for repairs to the meter or meters on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

3. Place of Payment.

All rents shall be payable without prior notice or demand at the office of Lessor as set forth herein, or at such other place as Lessor may from time to time designate by notice in writing.

4. Affirmative Covenants of Lessee

Lessee covenants and agrees that he will perform the following without demand.

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

Cleaning, Repairing, etc. Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessor or those employed by or acting for Lessee along excepted. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has agreed to keep the same during the continuance of this lease.

Requirements of Public Authorities. In addition to compliance with the requirements of the Lessor as set forth herein, Lessee shall comply with any other requirements of any other constituted public authority, and with the terms of any state or federal statute or

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

Fire. Use every reasonable precaution against fire.

Rules and Regulations. Comply with rules and regulations of Lessor promulgated as provided in this Agreement.

Surrender of Possession. Peaceably deliver up and surrender possessions of the demised premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at its office all keys for the demised premises.

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

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

Agency on Removal. The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal, to vacate the demised premises, prior to the expiration of this lease, or any renewal, Lessee will not cause or allow any other agent to represent Lessee in any subletting or reletting of the demised premises other than an agent approved by the Lessor and that should Lessee do so or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessee or to the agent, the Lessee assuming all responsibility for such action.

Waste and Hazardous Materials. The Lessee shall comply with Waste and Hazardous Materials provision and negative covenant set forth in paragraph 5(j) of this Agreement.

5. Negative Covenants of Lessee.

Lessee covenants and agrees that he will do none of the following things without the consent in writing of Lessor:

Use of Premises. Occupy the demised premises in any other manner or for any other purpose than as above set forth.

Assignment and Subletting. Assign, mortgage or pledge this lease or underlet or sublease the demised premises, or any part of it, or permit any other person, firm or corporation to occupy the demised premises, or any part of it; nor shall any assignee or sublessee assign, mortgage or pledge this lease or such sublease, without an additional written consent by Lessor, and without consent no assignment, mortgage or pledge shall

be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any sheriff, marshal or constable, the same shall be a violation of this covenant.

Signs. Place or allow to be placed and stand, a booth, sign or show case upon the doorsteps, vestibules or outside walls or pavements of the premises, or paint, place erect or cause to be painted, placed or erected any sign, projection or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected, if permission has been granted and restore the walls, etc., to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any conditions covenants of this lease) Lessor shall have the privilege of removing the stand, booth, sign, showcase, projection or device, and restoring the walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

Alterations, Improvements. Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease, have given written notice to Lessee to remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail to do so, Lessor may do so, collecting, at Lessor's option, the cost and expense from Lessee as additional rent.

Lessee shall not use or operate any machinery that is in violation of state or federal laws for noise or air pollution.

Weights. Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

Fire Insurance. Do not allow or to be done, any act, matter or thing objectionable to the fire insurance companies so that the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part of it, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have benzene or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part of it, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.

COPY

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

REDEVELOPMENT AUTHORITY OF : NO. 06-1654-C.D.
THE CITY OF DuBOIS

Plaintiff :
vs. : TYPE OF CASE: EJECTMENT

PENN-WEST COMMODITIES, INC. : TYPE OF PLEADING:
: WRIT OF POSSESSION

Defendant :
: FILED ON BEHALF OF:
: PLAINTIFF

: COUNSEL OF RECORD FOR
: THIS PARTY:
: CHRISTOPHER E. MOHNEY, ESQ
: SUPREME CT ID 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DuBOIS, PA 15801
: (814) 375-1044

COPY

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06-1654-C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: WRIT OF POSSESSION
Defendant	:	FILED ON BEHALF OF: PLAINTIFF
	:	COUNSEL OF RECORD FOR THIS PARTY: CHRISTOPHER E. MOHNEY, ESQ SUPREME CT ID 63494 25 EAST PARK AVENUE SUITE 6 DuBOIS, PA 15801 (814) 375-1044

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

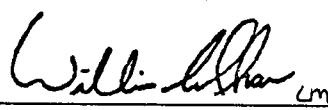
WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following-described property to Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS:

301 Aspen Way
DuBois, PA 15801.

2. To satisfy the costs against Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS, you are directed to levy upon any property of Defendant PENN-WEST COMMODITIES, INC. and sell its interests therein.



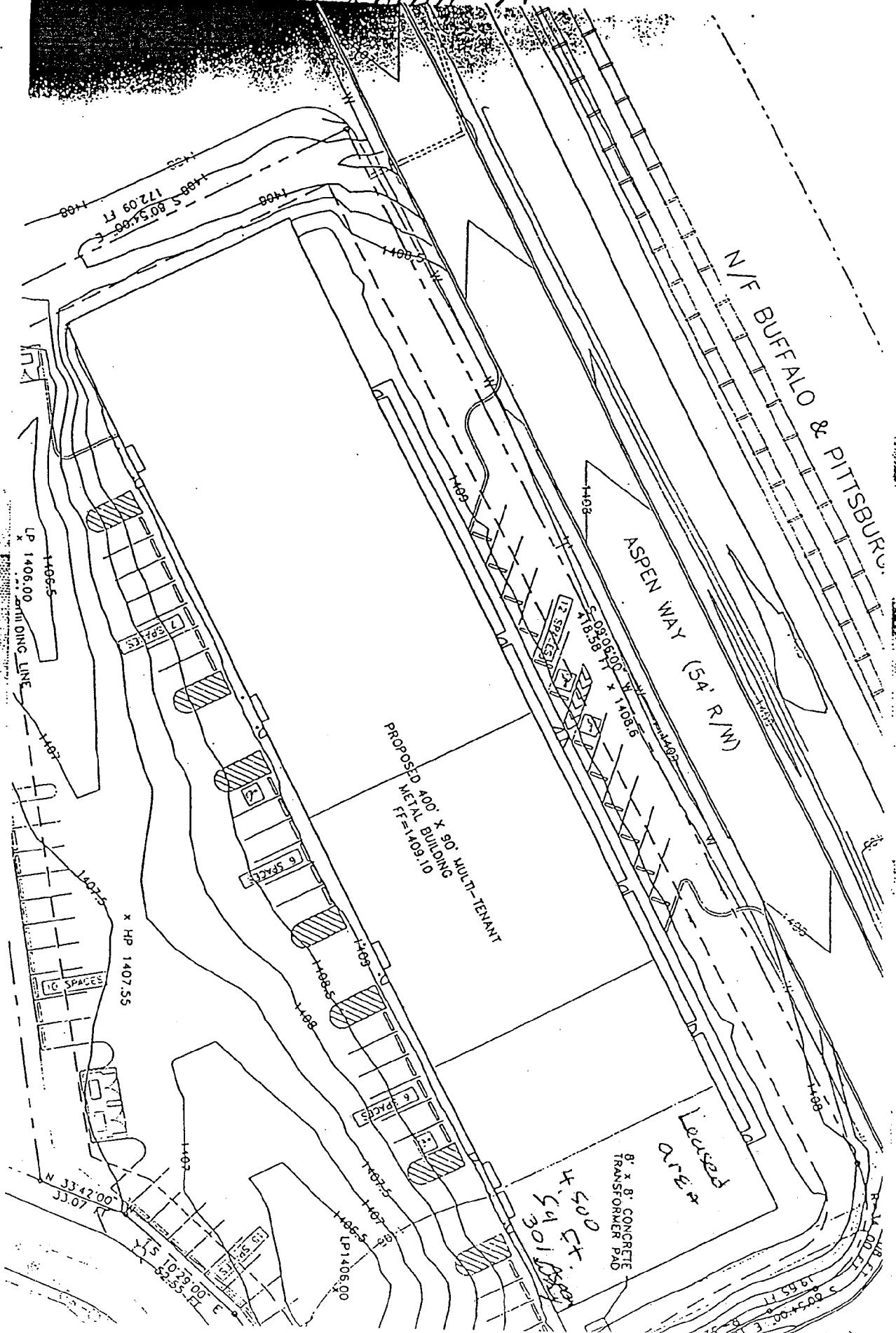
Prothonotary

Deputy

(Seal of the Court)

Date October 10, 2006

Exhibit A



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

REDEVELOPMENT AUTHORITY OF : NO. 06- -C.D.
THE CITY OF DuBOIS :

Plaintiff :

vs. :

PENN-WEST COMMODITIES, INC. :

Defendant :

NOTICE UNDER RULE 2973.3 OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

TO: PENN-WEST COMMODITIES, INC., Defendant

A judgment for possession of real property has been entered against you and in favor of the plaintiff without prior notice and hearing based on a confession of judgment contained in a promissory note or other document allegedly executed by you. The court has issued and the sheriff has served a writ of possession which directs the sheriff to remove you from possession of the real property.

You may have legal rights to defeat the judgment or to prevent your being removed from the property or to regain possession of the property if you have been removed, if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT AND TO REGAIN POSSESSION MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

If you have been removed from the property without notice or the opportunity for a hearing, you have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right, you must immediately fill

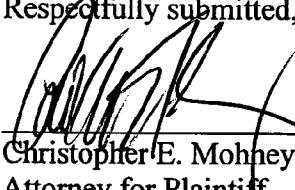
out and sign the request for hearing which accompanies the writ of possession and deliver it to the Sheriff of Clearfield County at Office of Sheriff, Clearfield County Courthouse, Second & Market Streets, Clearfield, Pa 16830, (814) 765-2641.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765 - 2641

Respectfully submitted,


Christopher E. Mohney, Esquire
Attorney for Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375 - 1044

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06- - C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: PETITION TO STRIKE JUDGMENT
Defendant	:	FILED ON BEHALF OF: DEFENDANT
	:	COUNSEL OF RECORD FOR THIS PARTY:

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

REDEVELOPMENT AUTHORITY OF : NO. 06- -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :

PETITION TO STRIKE JUDGMENT

REQUEST FOR A PROMPT HEARING

I hereby certify that I did not voluntarily, intelligently and knowingly give up my right to notice and hearing prior to the entry of judgment. I petition the court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Notice of the hearing should be given to me at:

Dated: _____

Defendant

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

Redevelopment Authority of The City of
DuBois
Plaintiff(s)

No.: 2006-01654-CD

Real Debt: Judgment for Possession

Atty's Comm: \$

Vs.

Costs: \$

Penn-West Commodities Inc
Defendant(s)

Entry: \$20.00

Instrument: Complaint-Judgment for
Possession by Confession

Date of Entry: October 10, 2006

Expires: October 10, 2011

Certified from the record this October 10, 2006



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

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Redevelopment Authority of The City of DuBois

Vs.

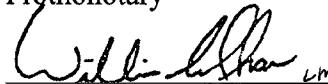
No. 2006-01654-CD

Penn-West Commodities Inc

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$Judgment for Possession on October 10, 2006.

William A. Shaw
Prothonotary



William A. Shaw

oblige the Lessor to assist Lessee in obtaining this permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any zoning ordinance, or regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such zoning ordinance or regulation.

Miscellaneous Agreements and Condition.

Effect of Repairs on Rental. No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or its agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or other charges at the time specified in this lease.

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

Conduct of Lessee. This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner improper or objectionable, and that if at any time during the term of this lease or any extension or continuation, Lessee or any occupier of the premises shall have conducted himself, herself or themselves in an manner improper to objectionable, Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all the rights and remedies granted and reserved in this Agreement, for the Lessee's failure to observe any of the covenants and conditions of this lease.

Failure of Lessee to Repair. In the event of failure of Lessee promptly to perform the covenants of Section 4(b), Lessor may go upon the demised premises and perform such covenants, the costs, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

Remedies of Lessor. If the Lessee:

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

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

Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due that may thereafter become due until the expiration of the then current term, above mentioned; or

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

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

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

Further Remedies of Lessor. THE FOLLOWING IS A WAIVER OF LESSEE'S RIGHTS UNDER THE PENNSYLVANIA LANDLORD AND TENANT ACT OF 1951 AND SHOULD BE READ AND NOTED CAREFULLY.

In the event of any default as above set forth in Section 11, the Lessor, or anyone acting on Lessor's behalf, at the Lessor's option:

May without notice or demand enter the demised premises, breaking open locked doors if necessary to effect entrance, without liability to action for prosecution or damages for such entry or for its manner, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels at auction, on three days' notice served in person on the Lessee, or left on the premises, and pay the Lessor out of the proceeds, and even if the rent is not due and unpaid, should the Lessee at any time remove or attempt to remove goods and chattels from the premises without leaving enough thereon to meet the next periodical payment, Lessee authorizes the Lessor to follow for a period ninety days after such removal, take possession of and sell at auction, upon like notice, sufficient of such goods to meet the proportion of rent accrued at the time of such removal; and the Lessee hereby releases and discharges the Lessor, and his agents from all claims, actions, suits, damages and penalties, for or by reason or on account of any entry, restraint, levy, appraisement or sale; and/or

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

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

The Lessee further waives the right to issue a Writ of Replevin under the Pennsylvania Rules of Civil Procedure No, 1071 *et seq.* and Laws of the Commonwealth of Pennsylvania under any other law previously enacted or now in force or which may be hereafter enacted, for the recovery of any articles, household goods, furniture, etc., seized under a distress for rent or levy upon an execution for rent, damages or otherwise; all waivers mentioned above are hereby extended to apply to any such action; and/or

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

Confession of Judgement. **THE FOLLOWING IS A RIGHT TO CONFESS JUDGEMENT FOR MONEY AND SHOULD BE READ AND NOTED CAREFULLY.**

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

Ejectment. **THE FOLLOWING IS A RIGHT TO CONFESS JUDGEMENT FOR EJECTMENT AND SHOULD BE READ AND NOTED CAREFULLY.**

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

Affidavit of Default. In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgement, of which facts such affidavit shall be conclusive evidence, and if a true copy of this lease (and not the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary.

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

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

Condemnation. In the event that the premises demised or any part of it taken or condemned for a public or quasi-public use, this lease shall, regarding the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken.

Subordination. This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or buildings of which the demised premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination.

Termination of Lease. It is hereby mutually agreed that either party may terminate this lease at any time upon the giving of sixty (60) days written notice to the other party but, in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of its term as for a further period of six (6) months and so on from term to term of six months each unless or until terminated by either party hereto, giving the other sixty (60) days' written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms herein above-mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term of its intention to change the terms and conditions of this lease, and Lessee shall not within sixty (60) days from such notice notify Lessor or Lessee's intention to vacate the demised premises at the end of the current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension of it, and shall fail or refuse to vacate on the date designated by notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension, give the Lessee thirty days written notice of its intention to terminate the lease; whereupon the Lessee expressly agrees to vacate the premises at the expiration of the period of thirty days specified in the notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well as during any extension of the original term of this lease as during the original term itself.

Notice. All notices required to be given under this lease must be given by U.S. Mail, First Class, Postage Prepaid, and shall be deemed to have been received on the day following deposit in the U.S. Mail, addressed as follows:

Lessor: Redevelopment Authority of the City of DuBois
16 West Scribner Avenue
P.O. Box 711
DuBois, PA 15801

Lessee: Penn-West Commodities, Inc.
301 Aspen Way
DuBois, PA 15801

The only admissible evidence that notice has been given shall be a certificate of mailing of the same issued by the U.S. Post Office.

Lease Contains All Agreements. It is expressly understood and agreed by and between the parties that this lease and the riders attached to it and forming a part of it set forth all the promises, agreements, conditions and understandings between Lessor or its Agent and Lessee relative to the demised premises, and that there are no promises, agreements,

conditions or understandings, either oral or written, between them other than are set forth. It is further understood and agreed that, except as otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

Heirs and Assignees. As previously stated in paragraph 5(b) herein, this agreement is not assignable without the written permission of the Lessor. In the event that such permission should be given, all rights and liabilities given to, or imposed upon, the respective parties shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of the parties; and if there shall be more than one Lessee and if this agreement shall be assigned to a different Lessee by permission of the Lessor as set forth in paragraph 5(b) herein, such different Lessee or Lessees shall all be bound jointly and severally by the terms, covenants and agreements of this Agreement, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one of them, and shall have the same force and effect as if given by or to all. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing.

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

Waiver of Default. No waiver of any covenant or condition or breach thereof shall be taken to constitute a waiver of any subsequent breach of such covenant or condition.

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

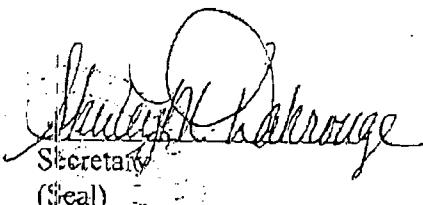
Relationship of Parties. Nothing contained in this lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Lessor and Lessee, it being expressly understood and agreed that neither the computation of rent nor any other act or acts of the parties hereto shall be deemed to create any relationship between the Lessor and Lessee other than the relationship of landlord and tenant.

Pennsylvania Law to Apply. This agreement and all of its provisions shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

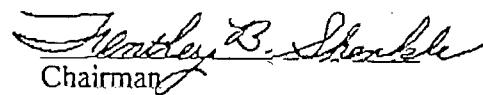
Time of Essence. Time is expressly declared to be of the essence of this agreement.

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

Lessor: REDEVELOPMENT AUTHORITY OF
THE CITY OF DUBOIS



Shirley H. Kehrouge
Secretary
(Seal)



Stanley B. Shanks
Chairman

Lessee:



Attest
(Seal)

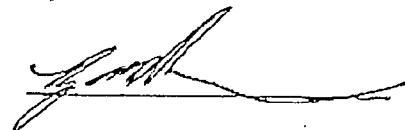


Exhibit A

N/F
BUFFALO & PITTSBURG

ASPEN WAY

(SA R/W)

~~PROPOSED
400' X 90' MUL-T-TENANT
METAL BUILDING
FF = 1409.10~~

Leased
area

8' x 8' CONCRETE
TRANSFORMER PAD

1406-5
LP 1406.00
IN DING LINE

x HP 1407.55

1407

LP 1406.00



CITY OF DuBOIS, PENNSYLVANIA

P.O. BOX 711

16 W. SCRIBNER AVE.

DuBOIS, PENNSYLVANIA 15801

Office of Director
 Redevelopment Authority/Economic Development

TELEPHONE (814) 371-2000
 FAX (814) 371-1290
 TTY/TTD ONLY (800) 654-5984

April 27, 2006

Ryan Horchen
 Penn West Commodities, Inc.
 301 Aspen Way
 DuBois, PA 15801

Re: Notice of Termination of Lease and Eviction

Dear Mr. Horchen:

You are hereby notified that your lease of August 1, 2005 with the Redevelopment Authority of the City of DuBois (the Authority) is terminated effective May 12, 2006 due to non-payment of rent. Monthly rentals of \$885.00 due March 1, 2006 and April 1, 2006 have not been paid.

Penn West Commodities shall remove all of your machinery, furnishings, raw materials, products, and personal property of every kind and nature located on the leased premises on Aspen Way by the termination date. In addition, the Authority will expect that you will repair any modifications or damages done to the premises including walls, ductwork, piping, holes in floor and walls and the like by the said termination date.

Please treat this letter as a final notice of termination prior to taking whatever legal action is necessary.

Sincerely,

Lance Marshall
 Executive Director

LM:smnd

cc: Christopher Mohney, Board Counsel
 Authority Board
 File

RYAN M. HORCHEN

04-28-2006

"Equal Opportunity Creditor"

EXHIBIT B

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

Vacate Premises. Vacate or desert the premises during the term of this lease, or permit the same to be empty and unoccupied.

Waste and Hazardous Material. Store, handle, treat, dispose of, discharge, or produce Waste in the demised premises. "Waste" is defined as any waste, product, or material which is regulated or monitored by any federal, state, or local law, ordinance, or governmental authority, or any waste, product, or material whose use, storage, handling, treatment, disposal, discharge, or production is likewise regulated or monitored. Lessee agrees to indemnify Lessor and hold harmless of and from all reasonable costs and its agents resulting from or arising out of any default by Lessee (or any person or entity claiming by, through or under Lessee) in the performance of the obligation contained in this Lease.

In the event of a violation, Lessee hereby agrees to assume full responsibility for all costs and expenses related to the use, storage, disposal and, if necessary, clean-up of all Waste and shall defend, indemnify and hold harmless Lessor from and against any and all claims, demands, penalties, fines, liabilities, damages, costs or expenses including without limitation, reasonable attorney's fees and consultant's fees, court costs and litigation expenses relating to the foregoing.

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

Inspection of Premises. After giving reasonable notice to Lessee, by itself or its duly authorized agents, during Lessee's normal business hours, go upon and inspect the demised premises and every part of it, and/or at its option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

Rules and Regulations. At any time or times and from time to time to make such rules and regulations as may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order. Such rules and regulations shall, when notice is given to Lessee, form a part of this lease.

Sale or Rent Sign-Prospective Purchasers or Tenants. To display a "For Sale" sign at any time, and also, after notice from either party of intention to terminate this lease, or at any time within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" sign; and all of the signs shall be placed upon such part of the premises as Lessor shall require. Prospective purchasers or tenants authorized by Lessor may inspect the premises at reasonable hours at any time.

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

Compliance with the Urban Redevelopment Law. This agreement shall be under and subject to the following additional conditions and restrictions as mandated by the Urban Redevelopment Authority Law of the Commonwealth of Pennsylvania, Act of 1945, May 24, P.L. 992 (35 P.S. 1701, et seq), as amended and supplemented.

No person shall be deprived of the right to live in the subject premises or to use any of the facilities therein by reason of race, creed, color or national origin.

The parties agree that plans and documents showing the type, material, structure and general character of the subject premises have already been furnished to the Authority.

The subject premises shall be used for industrial purposes only.

This lease shall not be assignable without the express written consent of the Lessor. In addition, Lessee shall be without power to sell, lease or otherwise transfer the subject premises, or project, or any part thereof, without the prior written consent of the Lessor, until the Lessor shall have certified in writing that the redevelopment project has been completed.

The Lessee agrees to provide adequate safeguards for the proper maintenance of all parts of the subject premises and redevelopment project.

Lessee, for himself, his heirs, executors, administrators, and assigns, agrees that there shall be no discrimination in the use, sale or lease of any part of the project against any person because of race, color religion or national origin.

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

Lessee also agrees to be responsible for and to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any person or thing which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways of any kind which may exist or hereafter be erected or

constructed on the premises, or from any kind injury which may be caused on the premises or of which the demised premises is a part, unless such damage, injury, use, misuse, or abuse be caused by or result from the negligence of Lessor, its servants or agents or any other person or persons.

Responsibility of Lessor.

Total Destruction of Premises. In the event that the demised premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Lessee or those employed by or acting for him, that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

Partial Destruction of Premises. If the damage caused as above is only partial and such that the premises can be restored to the original condition within a reasonable time, the Lessor may, at its option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose.

The Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry is to render the demised premises or a part of it untenantable. In either event the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the demised premises rendered untenantable and the duration of the Lessor's possession. If a dispute arises regarding the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by to recover the excess payment, if any.

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

Damage for Interruption of Use. Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises.

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

Zoning. It is understood and agreed that the Lessor does not warrant or undertake that the Lessee shall be able to obtain a permit under any zoning ordinance or regulation for such use as Lessee intends to make of the said premises, and nothing in this lease shall

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

REDEVELOPMENT AUTHORITY OF : NO. 06-1654-C.D.
THE CITY OF DuBOIS

Plaintiff :
vs. : TYPE OF CASE: EJECTMENT

PENN-WEST COMMODITIES, INC. : TYPE OF PLEADING:
: PRAECIPE

Defendant :
: FILED ON BEHALF OF:
: PLAINTIFF

: COUNSEL OF RECORD FOR
: THIS PARTY:
: CHRISTOPHER E. MOHNEY, ESQ
: SUPREME CT ID 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DuBOIS, PA 15801
: (814) 375-1044

FILED *pe \$20.00 Actg*
9/25 cm *15*
OCT 10 2006 *6 writs issued*
to shff

William A. Shaw
Prothonotary/Clerk of Courts

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

PRAECIPE FOR WRIT OF POSSESSION UPON A CONFESSED JUDGMENT

TO THE PROTHONOTARY:

Issue a writ of execution upon a judgment entered by confession in the above matter,

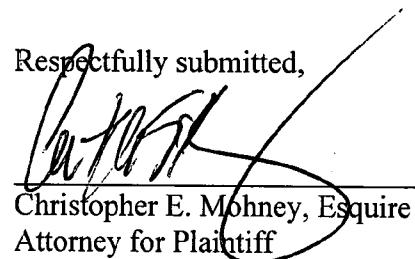
1. directed to the sheriff of Clearfield County; and
2. against Penn-West Commodities, Inc., defendant.

Certification

I certify that

1. This praecipe is based upon a judgment entered by confession, and
2. Notice pursuant to Pa.R.C.P. 2973.3 will be served with the writ of possession.

Respectfully submitted,


Christopher E. Mohney, Esquire
Attorney for Plaintiff

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

REDEVELOPMENT AUTHORITY OF
THE CITY OF DuBOIS,

Plaintiff/Respondent,

vs.

PENN-WEST COMMODITIES, INC.,

Defendant/Petitioner.

No. 06-1654-C.D.

FILED 4CC Atty
02.10 LM S Fordham
OCT 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

PETITION TO OPEN CONFESSED JUDGMENT FOR EJECTMENT

AND NOW, comes the Defendant, Penn-West Commodities, Inc., by and through its attorney, Forrest B. Fordham, and files the within Petition to Open Confessed Judgment for Ejectment and in support thereof avers as follows:

1. Petitioner, Defendant Penn-West Commodities, Inc., is the tenant under a Lease for commercial property at 301 Aspen Way, DuBois, Pennsylvania dated August 1, 2005 (the "Lease").
2. Respondent, Plaintiff Redevelopment Authority of the City of DuBois, is the Landlord under the Lease.
3. By Complaint filed October 10, 2006 Plaintiff confessed judgment against Defendant for Ejectment.
4. On or about October 10, 2006 a Writ of Possession was issued for 301 Aspen Way.
5. Plaintiff's confessed judgment is improper because the conditions precedent under the Lease have not been satisfied and Plaintiff is not entitled to possession.
6. Plaintiff's only notice to terminate the Lease was dated April 27, 2006 and cited termination "due to nonpayment of rent".
7. Defendant subsequently cured the monetary default and Plaintiff and Defendant continued to operate under the Lease.
8. Plaintiff accepted not only the delinquent rent from Defendant but also accepted subsequent rental payments.
9. The Lease remains in full force and effect.
10. The Lease term expired on July 31, 2006 and by its terms automatically renewed for a period of six (6) months.

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

REDEVELOPMENT AUTHORITY OF :
THE CITY OF DuBOIS, :
Plaintiff/Respondent, :
vs. : No. 06-1654-C.D.
PENN-WEST COMMODITIES, INC., :
Defendant/Petitioner. :

FILED 4CC A/H,
0/2.10 Lm S Fordham
OCT 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

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8. Plaintiff accepted not only the delinquent rent from Defendant but also accepted subsequent rental payments.
9. The Lease remains in full force and effect.
10. The Lease term expired on July 31, 2006 and by its terms automatically renewed for a period of six (6) months.

11. Pursuant to the Lease Plaintiff must give sixty (60) days written notice to terminate during the renewal period.

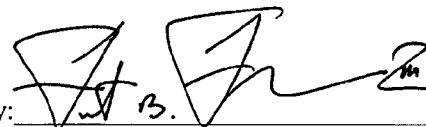
12. Plaintiff has failed to give the required sixty (60) days notice.

13. All of the above facts cannot be ascertained on the face of the pleadings and Lease and require a trial with presentation of evidence.

14. Plaintiff has not had sufficient notice and time to relocate its business and will suffer irreparable harm if the Judgment is not opened and execution stayed.

WHEREFORE, Petitioner respectfully requests that this Honorable Court issue an Order in the form attached hereto opening the Confessed Judgment, staying execution of the Writ of Possession, and scheduling the matter for trial on the merits.

Respectfully Submitted,

By: 
Forrest B. Fordham, Esquire
Attorney at Law

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

REDEVELOPMENT AUTHORITY OF :
THE CITY OF DuBOIS, :
: Plaintiff/Respondent, :
vs. : No. 06-1654-C.D.
: :
PENN-WEST COMMODITIES, INC., :
: Defendant/Petitioner. :
:

VERIFICATION

I, Ryan Horchen, verify that the foregoing Petition to Open Confessed Judgment for Ejectment is true and correct to the best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 10-19-2006



Ryan Horchen

FORREST B. FORDHAM III
ATTORNEY AT LAW
1397 EISENHOWER BLVD. • RICHLAND SQUARE III, SUITE 202
JOHNSTOWN, PENNSYLVANIA 15904

ALSO ADMITTED IN NEW YORK

TELEPHONE: (814) 266-7425
FAX: (814) 266-7426
E-MAIL: FFordhamlaw@aol.com

October 17, 2006

Ryan M. Horchen
429 1st Street
Dubois, PA 15801

Re: Redevelopment Authority of the City of DuBois vs. Penn-West Commodities, Inc.

Dear Ryan:

Enclosed herewith please find a Petition to Open Confessed Judgment for Ejectment. Please review the Petition and if same is satisfactory, please sign the Verification and return to my office.

If you have any questions or comments, please feel free to contact me. Thank you.

Very truly yours,



Forrest B. Fordham, III
Attorney at Law

FBF/tlm
Enclosure

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

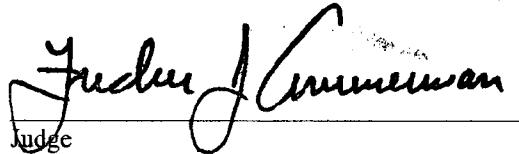
REDEVELOPMENT AUTHORITY OF :
THE CITY OF DuBOIS, :
: Plaintiff/Respondent, :
: vs. : No. 06-1654-C.D.
: :
PENN-WEST COMMODITIES, INC., :
: Defendant/Petitioner. :
:

ORDER

AND NOW, this 20th day of October, 2006, upon consideration of Defendant's Petition to Open Confessed Judgment for Ejectment, it is hereby ORDERED:

1. A hearing on the motion to open is hereby scheduled for the 6th day of December, 2006 in Courtroom 1 at the time of 9:30 A.M.
2. Execution of the Writ of Possession dated October 10, 2006 is hereby stayed pursuant to PA R.C.P. 2959(b) pending trial on the merits.
3. Trial on the opened Judgment is scheduled for the _____ day of _____, 20____ in Courtroom _____ at the time of _____.

BY THE COURT:



Judge

FILED
8/9/06 am
OCT 20 2006
400 AM
ford ham
6K

FILED

OCT 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-20-2006

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

REDEVELOPMENT AUTHORITY OF : No. 2006-1654-C.D.
THE CITY OF DuBOIS :
Plaintiff, : Type of Case: CIVIL
vs. : Type of Pleading: PRAECIPE FOR
PENN-WEST COMMODITIES, INC., : EXPEDITED DISPOSITION
Defendant. : Filed on Behalf of: PLAINTIFF
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED
01/10/2006 3:00 PM
Atty Mohney
OCT 24 2006
66

William A. Shaw
Prothonotary/Clerk of Courts

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

REDEVELOPMENT AUTHORITY OF :
THE CITY OF DuBOIS :
: Plaintiff,
vs. : :
: No. 2006-1654-C.D.
PENN-WEST COMMODITIES, INC. :
: Defendant.

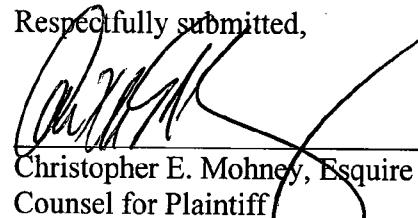
PRAECIPE FOR EXPEDITED DISPOSITION

TO THE COURT ADMINISTRATOR:

Expedited Disposition of the attached Motion for Prompt Hearing is requested for the following reasons:

1. Plaintiff believes the Pennsylvania Rules of Civil Procedure require action on Defendant's Petition to Open Confessed Judgment for Ejectment, to the extent said Petition is deemed to be proper and/or permissible;
2. Defendant is in default of its lease with Plaintiff, pursuant to which lease Plaintiff is empowered (and has) confessed judgment for possession on account of Defendant to peaceably remove itself from the premises despite request of Plaintiff.

By:

Respectfully submitted,

Christopher E. Mohney, Esquire
Counsel for Plaintiff

FOR COURT ADMINISTRATION ACTION ONLY

MOTION OR PETITION ASSIGNED TO JUDGE

COUNSEL FOR MOVING PARTY NOTIFIED OF JUDICIAL ASSIGNMENT

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

REDEVELOPMENT AUTHORITY OF : No. 2006-1654-C.D.
THE CITY OF DuBOIS :
Plaintiff, : Type of Case: CIVIL
vs. : Type of Pleading: MOTION FOR
PENN-WEST COMMODITIES, INC., : Filed on Behalf of: PLAINTIFF
Defendant. : Counsel of Record:
 : CHRISTOPHER E. MOHNEY, ESQUIRE
 : SUPREME COURT NO.: 63494
 : 25 EAST PARK AVENUE
 : SUITE 6
 : DUBOIS, PA 15801
 : (814) 375-1044

FILED 3cc
01/04/06 Atty Mohney
OCT 24 2006
©
William A. Shaw
Prothonotary/Clerk of Courts

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

REDEVELOPMENT AUTHORITY OF
THE CITY OF DuBOIS

Plaintiff,

vs.

No. 2006-1654-C.D.

PENN-WEST COMMODITIES, INC.

Defendant.

MOTION FOR PROMPT HEARING

AND NOW, comes Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS, by its attorney, CHRISTOPHER E. MOHNEY, ESQUIRE, and files the following Motion For Prompt Hearing, averring as follows:

1. On October 10, 2006 Plaintiff filed a Complaint – Judgment for Possession by Confession to the above-captioned action.
2. On October 10, 2006, Plaintiff filed a Praeclipe for Writ of Possession incident to a Judgment for Possession entered in its favor the same day.
3. Pursuant to Pa.R.C.P. 2973.3, Plaintiff requested the Sheriff to serve with the Writ of Possession written notice in the form prescribed by Pa.R.C.P. and a form Petition to Strike Judgment in accordance with Pa.R.C.P. 2967.
4. Subsequent to Defendant being served the writ of possession by sheriff, Defendant caused to be filed a Petition to Open Confessed Judgment for Ejectment, copy of which is attached hereto and marked Exhibit A.

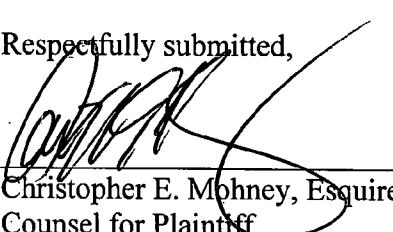
5. A hearing is set on Defendant's aforementioned Petition for December 6, 2006, during which time Plaintiff presumes Defendant is entitled to retain possession of the leased premises.
6. Plaintiff respectfully submits that Defendant's pleading is not contemplated under the Pennsylvania Rules of Civil Procedure, and as such should be stricken as a matter of course and the stay of execution proceedings terminated automatically.
7. Pa.R.C.P. 2973.3 provides, in relevant part, that any petition to strike the judgment shall be limited to the issue of whether defendant voluntarily, intelligently and knowingly waived the right to notice and hearing prior to the entry of judgment.
8. Pa.R.C.P. 2973.3 further states, in relevant part, that the sheriff shall immediately present the matter to the court, and the court shall hear the claim within three business days thereafter upon such notice to the parties as the court shall direct.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Defendant's Petition to Open Confessed Judgment for Ejectment be stricken and the stay of execution proceedings be terminated automatically; or
- (b) This Court's Order dated and filed October 20, 2006 be VACATED and a hearing be scheduled within three days on Defendant's Petition to Open Confessed Judgment for Ejectment; and
- (c) Such other relief as the Court deems equitable under the circumstances.

Respectfully submitted,

By:


Christopher E. Mohney, Esquire
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)REDEVELOPMENT AUTHORITY OF
THE CITY OF DUBOIS,

Plaintiff/Respondent,

vs. No. 06-1654-C.D.

PENN-WEST COMMODITIES, INC.

Defendant/Petitioner.

ORDERAND NOW, this 20th day of October, 2006, upon consideration of Defendant's Petition to Open Confessed Judgment for Ejectment, it is hereby ORDERED:

1. A hearing on the motion to open is hereby scheduled for the 6th day of December, 2006 in Courtroom 1 at the time of 9:30 a.m.
2. Execution of the Writ of Possession dated October 10, 2006 is hereby stayed pursuant to PA R.C.P. 2959(b) pending trial on the merits.
3. Trial on the opened Judgment is scheduled for the _____ day of _____, 20____ in Courtroom _____ at the time of _____.

BY THE COURT:

/s/ Fredric J Ammerman

Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

OCT 20 2006

Attest.


Prothonotary/
Clerk of Courts

EXHIBIT A.

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION) I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

REDEVELOPMENT AUTHORITY OF
THE CITY OF DUBOIS,

OCT 19 2006

Plaintiff/Respondent,

Attest:

vs.

No. 06-1654-C.D.

W. A. K.
Prothonotary/
Clerk of Courts

PENN-WEST COMMODITIES, INC.,

Defendant/Petitioner.

PETITION TO OPEN CONFESSED JUDGMENT FOR EJECTMENT

AND NOW, comes the Defendant, Penn-West Commodities, Inc., by and through its attorney, Forrest B. Fordham, and files the within Petition to Open Confessed Judgment for Ejectment and in support thereof avers as follows:

1. Petitioner, Defendant Penn-West Commodities, Inc., is the tenant under a Lease for commercial property at 301 Aspen Way, DuBois, Pennsylvania dated August 1, 2005 (the "Lease").
2. Respondent, Plaintiff Redevelopment Authority of the City of DuBois, is the Landlord under the Lease.
3. By Complaint filed October 10, 2006 Plaintiff confessed judgment against Defendant for Ejectment.
4. On or about October 10, 2006 a Writ of Possession was issued for 301 Aspen Way.
5. Plaintiff's confessed judgment is improper because the conditions precedent under the Lease have not been satisfied and Plaintiff is not entitled to possession.
6. Plaintiff's only notice to terminate the Lease was dated April 27, 2006 and cited termination "due to nonpayment of rent".
7. Defendant subsequently cured the monetary default and Plaintiff and Defendant continued to operate under the Lease.
8. Plaintiff accepted not only the delinquent rent from Defendant but also accepted subsequent rental payments.
9. The Lease remains in full force and effect.
10. The Lease term expired on July 31, 2006 and by its terms automatically renewed for a period of six (6) months.

11. Pursuant to the Lease Plaintiff must give sixty (60) days written notice to terminate during the renewal period.

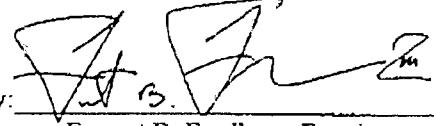
12. Plaintiff has failed to give the required sixty (60) days notice.

13. All of the above facts cannot be ascertained on the face of the pleadings and Lease and requires a trial with presentation of evidence.

14. Plaintiff has not had sufficient notice and time to relocate its business and will suffer irreparable harm if the Judgment is not opened and execution stayed.

WHEREFORE, Petitioner respectfully requests that this Honorable Court issue an Order in the form attached hereto opening the Confessed Judgment, staying execution of the Writ of Possession, and scheduling the matter for trial on the merits.

Respectfully Submitted,

By: 
Forrest B. Fordham, Esquire
Attorney at Law

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)REDEVELOPMENT AUTHORITY OF
THE CITY OF DuBOIS,

Plaintiff/Respondent,

vs. No. 06-1654-C.D.

PENN-WEST COMMODITIES, INC.,

Defendant/Petitioner.

VERIFICATION

I, Ryan Horchen, verify that the foregoing Petition to Open Confessed Judgment for Ejectment is true and correct to the best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 10-19-2006

Ryan Horchen

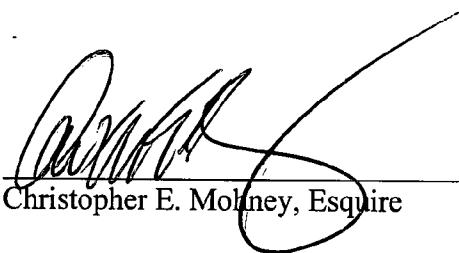
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

REDEVELOPMENT AUTHORITY OF :
THE CITY OF DuBOIS :
: Plaintiff, :
vs. : : No. 2006-1654-C.D.
: :
PENN-WEST COMMODITIES, INC., : Defendant. :
:

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that on this 24th day of October, 2006, I caused to be served by First Class United States Mail, postage prepaid, Motion for Prompt Hearing on the following:

Forrest B. Fordham, III, Esquire
1397 Eisenhower Boulevard
Richland Square III, Suite 202
Johnstown, PA 15904

By: 

Christopher E. Mohney, Esquire

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

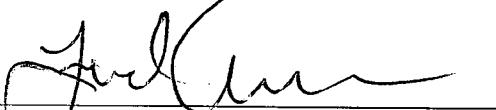
REDEVELOPMENT AUTHORITY OF :
THE CITY OF DUBOIS :
:
vs. : No. 06-1654-CD
:
PENN-WEST COMMODITIES, INC. :

ORDER

AND NOW, this 30th day of October, 2006, it is the Order of the Court that hearing on Defendant's Petition to Open Confessed Judgment for Ejectment in the above-captioned matter has been rescheduled from December 6, 2006 at 9:30 A.M. to Thursday, November 9, 2006 at 9:00 A.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA. One (1) hour has been allotted for this hearing.

It is the responsibility of the Plaintiff to serve certified copy of said scheduling Order on the Defendant.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED
OCT 31 2006 3:00 PM
Atty Mohney
William A. Shaw
Prothonotary/Clerk of Courts

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

REDEVELOPMENT AUTHORITY OF : No. 2006-1654-C.D.
THE CITY OF DuBOIS :
Plaintiff, : Type of Case: CIVIL
vs. : Type of Pleading: CERTIFICATE
PENN-WEST COMMCDITIES, INC., : OF SERVICE
Defendant. : Filed on Behalf of: PLAINTIFF
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED
NOV 10 2006
NOV 08 2006
Clerk
Noce

William A. Shaw
Prothonotary/Clerk of Courts

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

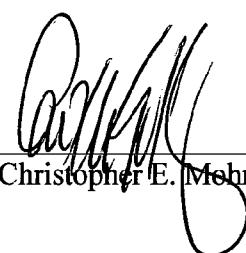
REDEVELOPMENT AUTHORITY OF :
THE CITY OF DuBOIS :
: Plaintiff, :
: : No. 2006-1654-C.D.
vs. :
: :
PENN-WEST COMMODITIES, INC. :
: Defendant. :
:

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that the 31st day of October, 2006, I served certified true and correct copy of Order of Court dated October 30, 2006, filed October 31, 2006, by U.S. First Class Mail, postage-prepaid on the following:

Forrest B. Fordham, III, Esquire
1397 Eisenhower Blvd.
Richland Square III, Suite 202
Johnstown, PA 15904

By:


Christopher E. Mohney, Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

REDEVELOPMENT AUTHORITY : NO. 06- 1654 - CD
OF THE CITY OF DUBOIS :
PLAINTIFF : TYPE OF CASE: EJECTMENT
VS. :
PENN-WEST COMMODITIES, : TYPE OF PLEADING: MOTION
INC. : FOR CONTINUANCE
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED ^{No cc}
019:57 AM
NOV 14 2006 ^{6K}

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

REDEVELOPMENT AUTHORITY : NO. 2006 - 1654 - CD
CONSTRUCTION, INC. : TYPE OF CASE: EJECTMENT

PLAINTIFF :

VS. :

PENN-WEST COMMODITIES, :
INC. :

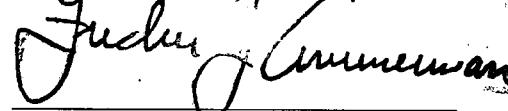
DEFENDANT :

ORDER

AND NOW, this 8th day of November, 2006, upon consideration of Motion of
Redevelopment Authority of the City of DuBois for Continuance of hearing on
Defendant's Petition to Open Confessed Judgment for Ejectment, Plaintiff's Motion is
GRANTED.

The hearing scheduled for Thursday, November 9, 2006 at 9:00 a.m. is continued,
and shall occur on Thursday, November 16, 2006 at 3:30 p.m., in Courtroom #1 of the
Clearfield County Court of Common Pleas, of Clearfield, Pennsylvania.

BY THE COURT,



Frederic J. Ammerman
President Judge

FILED ^{CC}
019-57-62 Atty's:
NOV 14 2006 Mohney
Prothonotary Clerk of Courts Fordham
William A. Shaw
1CC Faxed to
Atty Fordham
11/14/06
Called Mohney
11/14/06

DATE: 11/14/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

NOV 14 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY,
PENNSYLVANIA

REDEVELOPMENT AUTHORITY : NO. 06 - 1654 - CD
OF THE CITY OF DUBOIS : TYPE OF CASE: EJECTMENT

PLAINTIFF : :

VS. : :

PENN-WEST COMMODITIES, :
INC. : :

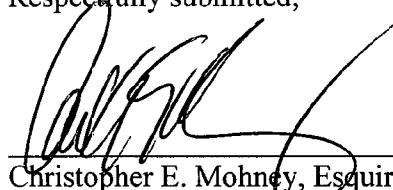
DEFENDANT : :

MOTION FOR CONTINUANCE

1. The undersigned is counsel for Plaintiff.
2. A hearing is scheduled in the above-captioned matter on November 9, 2006 at 9:00 a.m. incident to Defendant's Petition to Open Confessed Judgment for Ejectment.
3. During the morning of Wednesday, November 8, 2006, counsel for Defendant, Forrest Fordham, Esquire, called the undersigned's office requesting a continuance of the hearing scheduled for November 9, 2006 for two reasons: (1) Mr. Fordham was involved in a trial for which the jury was still deliberating; and (2) the grandmother of the chief witness for Defendant passed away (which fact was known to the undersigned).
4. Due to the circumstances, the undersigned and his client consent to a continuance of the hearing until November 16, 2006 at 3:30 p.m.

WHEREFORE, Plaintiff respectfully requests a continuance of the hearing scheduled for Thursday, November 9, 2006 at 9:00 a.m. to Thursday, November 16, 2006 at 3:30 p.m.

Respectfully submitted,



Christopher E. Mohney, Esquire
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

REDEVELOPMENT AUTHORITY : NO. 06 - 1654 - C.D.
OF THE CITY OF DUBOIS : TYPE OF CASE: EJECTMENT

PLAINTIFF : :

VS. : :

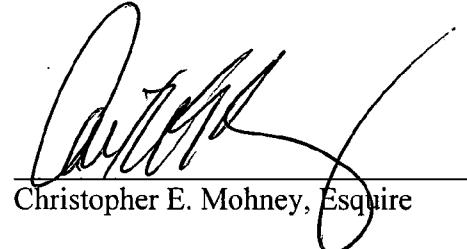
PENN - WEST COMMODITIES,
INC. : :

DEFENDANT : :

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that on this 8TH day of November, 2006, I caused to be served by Facsimile and First Class United States Mail, postage prepaid, Plaintiff's Motion for Continuance on the following:

Forrest B. Fordham, III, Esquire
1397 Eisenhower Boulevard
Richland Square III, Suite 202
Johnstown, Pa 15904


Christopher E. Mohney, Esquire

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO. 0238
DESTINATION ADDRESS 2665108
PSWD/SUBADDRESS
DESTINATION ID
ST. TIME 11/14 10:19
USAGE T 00' 50
PGS. 2
RESULT OK

Prothonotary
PO Box 549
Clearfield, PA 16830
Phone: 814-765-2641, Ext. 1330
Fax: 814-765-7659

**Clearfield County
Courthouse**

Fax

To: Forrest Fordham, Esq. **From:** William A. Shaw

Fax: 814-266-5108 **Date:** 11/14/06

Phone: **Pages:** 2

Re: Penn-West Commodities, Inc. **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Comments:

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

REDEVELOPMENT AUTHORITY :
OF THE CITY OF DUBOIS, :
: Plaintiff, : NO.: 06-1654-C.D.
vs :
: :
PENN-WEST COMMODITIES, INC., :
: :
Defendant : :
: : **TYPE OF DOCUMENT:**
: : PRAECIPE TO WITHDRAW PETITION
: : TO OPEN CONFESSED JUDGMENT
: : FOR EJECTMENT
: :
: : **COUNSEL FOR DEFENDANT:**
: : FORREST B. FORDHAM, III, ESQUIRE
: : PA I.D. 69596
: : 1397 EISENHOWER BOULEVARD
: : RICHLAND SQUARE III, SUITE 202
: : JOHNSTOWN, PA 15904
: : (814) 266-7425

FILED *NO CC*
11:52 AM
NOV 17 2006 *6K*

William A. Shaw
Prothonotary/Clerk of Courts

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

REDEVELOPMENT AUTHORITY :
OF THE CITY OF DUBOIS, :
: Plaintiff, : NO.: 06-1654-C.D.
vs : :
: :
PENN-WEST COMMODITIES, INC., :
: :
Defendant : :

PRAECIPE TO WITHDRAW PETITION TO OPEN
CONFESSED JUDGMENT FOR EJECTMENT

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please withdraw the above captioned Petition to Open Confessed Judgment for Ejectment,
with prejudice.

Date: 11/16/06



Forrest B. Fordham, III
PA I.D. 69596
1397 EISENHOWER BOULEVARD
RICHLAND SQUARE III, SUITE 202
JOHNSTOWN, PA 15904
(814) 266-7425

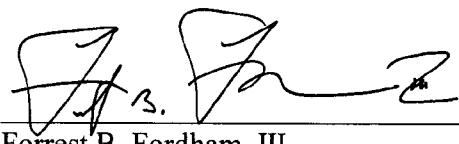
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

REDEVELOPMENT AUTHORITY :
OF THE CITY OF DUBOIS, :
: Plaintiff, : NO.: 06-1654-C.D.
vs :
: :
PENN-WEST COMMODITIES, INC., :
: Defendant :

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of November, 2006, a true and correct copy of the Praecipe to Withdraw Petition to Open Confessed Judgment for Ejectment was served by First Class United States Mail, postage prepaid upon the following:

Christopher E. Mohney, Esquire
25 East Park Avenue
Suite 6
Dubois, Pennsylvania 15801



Forrest B. Fordham, III

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06-1654- C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: WRIT OF POSSESSION
Defendant	:	FILED ON BEHALF OF: PLAINTIFF
	:	COUNSEL OF RECORD FOR THIS PARTY:
	:	CHRISTOPHER E. MOHNEY, ESQ
	:	SUPREME CT ID 63494
	:	25 EAST PARK AVENUE
	:	SUITE 6
	:	DuBOIS, PA 15801
	:	(814) 375-1044

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following-described property to Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS:

301 Aspen Way
DuBois, PA 15801.

2. To satisfy the costs against Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS, you are directed to levy upon any property of Defendant PENN-WEST COMMODITIES, INC. and sell its interests therein.



Prothonotary

Deputy

(Seal of the Court)

Date: October 10, 2006

Recd 10/10/06 @ 3:40pm
Chester A. Hauck, Sheriff
by Marlyn Ham

Exhibit A

N / F BUFFALO & PITTSBURG

ASPEN WAY (54' R/W)

PROPOSED 400' X 90' MULTI-TENANT
METAL BUILDING
FF=1409.10

Locked
Area

8' x 8' CONCRETE
TRANSFORMER PAD

1406.5
LP 1406.00 MAIN DING LINE
1407.55

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

NOTICE UNDER RULE 2973.3 OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

TO: PENN-WEST COMMODITIES, INC., Defendant

A judgment for possession of real property has been entered against you and in favor of the plaintiff without prior notice and hearing based on a confession of judgment contained in a promissory note or other document allegedly executed by you. The court has issued and the sheriff has served a writ of possession which directs the sheriff to remove you from possession of the real property.

You may have legal rights to defeat the judgment or to prevent your being removed from the property or to regain possession of the property if you have been removed, if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT AND TO REGAIN POSSESSIN MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

If you have been removed from the property without notice or the opportunity for a hearing, you have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right, you must immediately fill

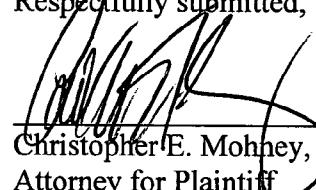
out and sign the request for hearing which accompanies the writ of possession and deliver it to the Sheriff of Clearfield County at Office of Sheriff, Clearfield County Courthouse, Second & Market Streets, Clearfield, Pa 16830, (814) 765-2641.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765 - 2641

Respectfully submitted,



Christopher E. Mohney, Esquire
Attorney for Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375 - 1044

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06- - C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: PETITION TO STRIKE JUDGMENT
Defendant	:	FILED ON BEHALF OF: DEFENDANT
	:	COUNSEL OF RECORD FOR THIS PARTY:

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

REDEVELOPMENT AUTHORITY OF : NO. 06- -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

PETITION TO STRIKE JUDGMENT

REQUEST FOR A PROMPT HEARING

I hereby certify that I did not voluntarily, intelligently and knowingly give up my right to notice and hearing prior to the entry of judgment. I petition the court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Notice of the hearing should be given to me at:

Dated: _____

Defendant

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06-1654 - C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: WRIT OF POSSESSION
Defendant	:	FILED ON BEHALF OF: PLAINTIFF
	:	COUNSEL OF RECORD FOR THIS PARTY: CHRISTOPHER E. MOHNEY, ESQ SUPREME CT ID 63494 25 EAST PARK AVENUE SUITE 6 DuBOIS, PA 15801 (814) 375-1044

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS : :

Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
:

Defendant :
:

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following-described property to Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS:

301 Aspen Way
DuBois, PA 15801.

2. To satisfy the costs against Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS, you are directed to levy upon any property of Defendant PENN-WEST COMMODITIES, INC. and sell its interests therein.



Prothonotary

Deputy

(Seal of the Court)

Date: October 10, 2006

Recd 10/10/06 e 7:00pm
Chester A. Nauhar Sheriff
by Marilyn Hamer

Exhibit A

N / F BUFFALO & PITTSBURG.

ASPEN WA

(5A' R/W)

PROPOSED 400' X 90' MUL-T-TENANT
METAL FF=1403.10

Leased
area

TRANSFORMER PAD

N 33°42'00"
33.07

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

REDEVELOPMENT AUTHORITY OF : NO. 06- -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

NOTICE UNDER RULE 2973.3 OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

TO: PENN-WEST COMMODITIES, INC., Defendant

A judgment for possession of real property has been entered against you and in favor of the plaintiff without prior notice and hearing based on a confession of judgment contained in a promissory note or other document allegedly executed by you. The court has issued and the sheriff has served a writ of possession which directs the sheriff to remove you from possession of the real property.

You may have legal rights to defeat the judgment or to prevent your being removed from the property or to regain possession of the property if you have been removed, if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT AND TO REGAIN POSSESSIN MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

If you have been removed from the property without notice or the opportunity for a hearing, you have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right, you must immediately fill

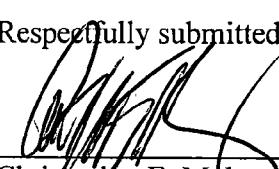
out and sign the request for hearing which accompanies the writ of possession and deliver it to the Sheriff of Clearfield County at Office of Sheriff, Clearfield County Courthouse, Second & Market Streets, Clearfield, Pa 16830, (814) 765-2641.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765 - 2641

Respectfully submitted,



Christopher E. Mohney, Esquire
Attorney for Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375 - 1044

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06- - C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: PETITION TO STRIKE JUDGMENT
Defendant	:	FILED ON BEHALF OF: DEFENDANT
	:	COUNSEL OF RECORD FOR THIS PARTY:

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

REDEVELOPMENT AUTHORITY OF : NO. 06- -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :

PETITION TO STRIKE JUDGMENT

REQUEST FOR A PROMPT HEARING

I hereby certify that I did not voluntarily, intelligently and knowingly give up my right to notice and hearing prior to the entry of judgment. I petition the court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Notice of the hearing should be given to me at:

Dated: _____

Defendant

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06-1654- C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: WRIT OF POSSESSION
Defendant	:	FILED ON BEHALF OF: PLAINTIFF
	:	COUNSEL OF RECORD FOR THIS PARTY: CHRISTOPHER E. MOHNEY, ESQ SUPREME CT ID 63494 25 EAST PARK AVENUE SUITE 6 DuBOIS, PA 15801 (814) 375-1044

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS : :

Plaintiff : :

vs. : :

PENN-WEST COMMODITIES, INC. : :

Defendant : :

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following-described property to Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS:

301 Aspen Way
DuBois, PA 15801.

2. To satisfy the costs against Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS, you are directed to levy upon any property of Defendant PENN-WEST COMMODITIES, INC. and sell its interests therein.

Willie L. Harlan
Prothonotary

Deputy

(Seal of the Court)

Date: October 10, 2006

Recd 10/10/06 @ 3:00pm

Chester A. Haubus Sheriff
by Marilyn Harr

Exhibit A

N/F BUFFALO & PITTSBURG

ASPEN WAY (SA) R/W
14.1086

PROPOSED 400' X 90' MULTI-TENANT
METAL BUILDING
FF=1409.10

Levied
area

8' x 8' CONCRETE
TRANSFORMER PAD

1005
005
005

N 33° 47' 00"
33.07
S 103° 39' 00"
52.55 FT

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

NOTICE UNDER RULE 2973.3 OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

TO: PENN-WEST COMMODITIES, INC., Defendant

A judgment for possession of real property has been entered against you and in favor of the plaintiff without prior notice and hearing based on a confession of judgment contained in a promissory note or other document allegedly executed by you. The court has issued and the sheriff has served a writ of possession which directs the sheriff to remove you from possession of the real property.

You may have legal rights to defeat the judgment or to prevent your being removed from the property or to regain possession of the property if you have been removed, if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT AND TO REGAIN POSSESSION MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

If you have been removed from the property without notice or the opportunity for a hearing, you have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right, you must immediately file.

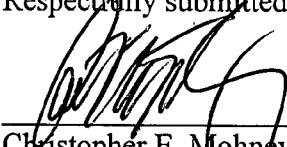
out and sign the request for hearing which accompanies the writ of possession and deliver it to the Sheriff of Clearfield County at Office of Sheriff, Clearfield County Courthouse, Second & Market Streets, Clearfield, Pa 16830, (814) 765-2641.

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COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765 - 2641

Respectfully submitted,


Christopher E. Mohney, Esquire
Attorney for Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375 - 1044

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06- - C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: PETITION TO STRIKE JUDGMENT
Defendant	:	FILED ON BEHALF OF: DEFENDANT
	:	COUNSEL OF RECORD FOR THIS PARTY:

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

REDEVELOPMENT AUTHORITY OF : NO. 06- -C.D.
THE CITY OF DuBOIS

Plaintiff :
vs.
PENN-WEST COMMODITIES, INC. :
Defendant :

PETITION TO STRIKE JUDGMENT

REQUEST FOR A PROMPT HEARING

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Dated: _____

Defendant

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

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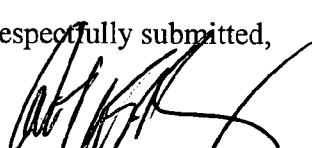
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COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765 - 2641

Respectfully submitted,



Christopher E. Mohney, Esquire
Attorney for Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375 - 1044

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06- - C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: PETITION TO STRIKE JUDGMENT
Defendant	:	FILED ON BEHALF OF: DEFENDANT
	:	COUNSEL OF RECORD FOR THIS PARTY:

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

REDEVELOPMENT AUTHORITY OF : NO. 06- -C.D.
THE CITY OF DuBOIS

Plaintiff :
vs.
PENN-WEST COMMODITIES, INC. :
Defendant :

PETITION TO STRIKE JUDGMENT

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Notice of the hearing should be given to me at:

Dated: _____

Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102016
NO: 06-1654-CD
SERVICE # 1 OF 1
WRIT OF POSSESSION;NOTICE UNDER RULE

2973.3

PLAINTIFF: REDEVELOPMENT AUTHORITY OF THE CITY OF DUBOIS
vs.
DEFENDANT: PENN-WEST COMMODITIES, INC.

SHERIFF RETURN

NOW, October 12, 2006 AT 1:50 PM SERVED THE WITHIN WRIT OF POSSESSION;NOTICE UNDER RULE 2973.3 ON PENN-WEST COMMODITIES, INC. DEFENDANT AT 301 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DUSTIN HORCHEN, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION;NOTICE UNDER RULE 2973.3 AND MADE KNOWN THE CONTENTS THEREOF. PER ATTORNEY RETURN MARKED "unsatisfied".

SERVED BY: COUDRIET /

FILED

NOV 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	REDEVELOPMENT	941	10.00
SHERIFF HAWKINS	REDEVELOPMENT	941	35.30

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 FOR CLEARFIELD COUNTY,
PENNSYLVANIA
(CIVIL DIVISION)

REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS	:	NO. 06-1654- C.D.
Plaintiff	:	
vs.	:	TYPE OF CASE: EJECTMENT
PENN-WEST COMMODITIES, INC.	:	TYPE OF PLEADING: WRIT OF POSSESSION
Defendant	:	FILED ON BEHALF OF: PLAINTIFF
	:	COUNSEL OF RECORD FOR THIS PARTY: CHRISTOPHER E. MOHNEY, ESQ SUPREME CT ID 63494 25 EAST PARK AVENUE SUITE 6 DuBOIS, PA 15801 (814) 375-1044

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

REDEVELOPMENT AUTHORITY OF : NO. 06- : -C.D.
THE CITY OF DuBOIS :
Plaintiff :
vs. :
PENN-WEST COMMODITIES, INC. :
Defendant :
:

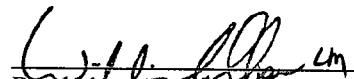
WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following-described property to Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS:

301 Aspen Way
DuBois, PA 15801.

2. To satisfy the costs against Plaintiff REDEVELOPMENT AUTHORITY OF THE CITY OF DuBOIS, you are directed to levy upon any property of Defendant PENN-WEST COMMODITIES, INC. and sell its interests therein.



Prothonotary

Deputy

(Seal of the Court)

Date: October 10, 2006

Received 10/10/06 at 3:40PM
Chester A. Hawkins, Clerk
by Marlyn Harr

