

08-2422-CD
Varischetti & Sons vs Sherry Okonski al

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

5
FILED

VARISCHETTI & SONS, INC., a Pennsylvania
Corporation,

PLAINTIFF,

v.

SHERRY A. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a
RAYMOND'S COFFEES AT ROSIE'S, and
DONALD M. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a
RAYMOND'S COFFEES AT ROSIE'S, and

DEFENDANTS.

No. 08-2422 -CD

DEC 19 2008
0111:30 AM
William A. Shaw
Prothonotary/Clerk of Courts

4 CENTS TO ATT

Type of Pleading:

CIVIL COMPLAINT

Filed By:

PLAINTIFF

Counsel of Record:

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

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

VARISCHETTI & SONS, INC., a Pennsylvania)
Corporation,)
)
PLAINTIFF,)) No. 08-_____ -CD
)
v.)
)
SHERRY A. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DONALD M. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
)
DEFENDANTS.)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY,
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t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DEFENDANTS.)
No. 08-_____ -CD

CIVIL COMPLAINT

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

The Parties

1. That Plaintiff is Varischetti & Sons, Inc., sometimes hereinafter "VSI", a duly formed and existing corporation under the laws of Pennsylvania, with an address of Rt. 219 North, Brockway, Jefferson County, Pennsylvania 15824, and mailing address of P.O. Box 220, Brockway, PA 15824
2. That first defendant is Sherry A. Okonski, an adult individual, with an address, upon information and belief, of 18 Overdorf Avenue, DuBois, Clearfield County, Pennsylvania 15801.

3. That second defendant is Donald M. Okonski, an adult individual, with an address, upon information and belief, of 18 Overdorf Avenue, DuBois, Clearfield County, Pennsylvania 15801.

4. That upon information and belief, first and second defendants are husband and wife, residing together as such, at the aforementioned address.

Background

5. That defendants own and operate two business, as a partnership, known as "Rosie's Book Shoppe" and "Raymond's Coffees at Rosie's".

6. That Plaintiff, hereinafter "VSI", owns a commercial plaza, known as "The DuBois Area Plaza", located on East DuBois Avenue, also being Route 255, in DuBois, Clearfield County, Pennsylvania.

7. On April 1, 2004, Defendants agreed to lease from VSI a premises at said Plaza for the purpose of engaging in the business known as "Rosie's Book Shoppe, under certain terms and conditions as contained in a lease, a true and correct copy of which is attached hereto as Exhibit "A".

8. On April 4, 2004, Defendants also agreed to lease from VSI an adjacent premises at said Plaza for the purpose of engaging in another business known as "Raymond's Coffees at Rosie's", under certain terms and conditions as contained in another lease, a true and correct copy of which is attached hereto as Exhibit "B".

9. That the rent on a monthly basis was \$1,145.83 for "Rosie's Book Shoppe", and \$1,375.00 for "Raymond's Coffees". See Article III of Exhibits "A" and "B".

10. In addition to the monthly rent, Defendants also agreed to pay additional charges as

rent which included their pro rata share of real estate taxes, based upon their rented space, in the event taxes on the entire plaza exceeded \$20,000 per year, (See Article VIII(A)), as well as their share of winter maintenance (See Article VIII(D)).

11. That upon agreement of the parties, the defendants were permitted to close “Raymond Coffees at Rosie’s” in August of 2008, which included selling at auction some of its property and applying some of those proceeds to its rental obligations, thus terminating the continued rental obligation of the lease for “Raymond’s Coffees” as of that time.

12. However, defendants remained obligated to the lease for “Rosie’s Book Shoppe” and remained in the premises up to and including approximately November 15, 2008, at which time they vacated the premises upon request from VSI.

**Count I: Plaintiff v. Both Defendants;
Breach of Contract**

13. That the averments of paragraphs 1 - 12, inclusive, are hereby incorporated as if again fully set forth at length.

14. That for “Raymond’s Coffees at Rosie’s”, the defendants owe back rent of eleven (11) full months for the months of September, 2007 through and including July, 2008, excepting a partial payment made in August, 2008 in the amount of \$876.73, which was applied to rent of September, 2007; plus real estate taxes of \$1,360.58 for real estate taxes in 2007 and 2008; and winter maintenance charges of \$106.24, for a total due but not paid of \$15,715.09.

15. That for “Rosie’s Book Shoppe”, the defendants owe back rent of fourteen and one-half months (14.5), for the months of September, 2007 through and including November

15, 2008; plus real estate taxes of \$1,244.89 for 2007 and 2008 real estate taxes; and winter maintenance charges of \$80.64, for a total due but not paid of \$17,940.07.

16. That in addition to the aforementioned charges, defendants also agreed that in the event they defaulted on their rental obligations, they would also be responsible for additional rent for the remainder of the lease or until a replacement tenant had been located. See clauses XXII(D) & (E).

17. That VSI has been able to secure such new tenant, commencing January 1, 2009, which obligates defendants per their lease for "Rosie's Book Shoppe" for an additional sum of \$1,718.74 for the additional month and a half rent for the period of their vacating the premises until the new tenancy.

18. That VSI is also entitled, pursuant to Article XXII(E), for all costs incurred in the releasing of the premises, which shall be determined at time of trial.

19. That defendants tendered a security deposit of \$500, which differed from the lease but was accepted by VSI, which should be offset against their liabilities as herein set forth.

20. That pursuant to Article XXII(F), defendants are also liable to VSI for its reasonable attorney's fees and costs incurred in prosecution and collection of their obligations, all of which will be determined at time of trial.

21. That the liabilities of defendants are joint and several.

22. That venue is proper.

23. That jurisdiction is proper.

WHEREFORE, Plaintiff requests JUDGMENT be entered in its favor and against each Defendant, jointly and severally, together with interest and costs of prosecution, reasonable attorney's fees and reasonable expenditures in securing a new tenant, in an amount to be determined but in excess of Twenty Thousand Dollars (\$20,000).

Respectfully Submitted,



T.G.N.
THERON G. NOBLE, ESQUIRE
ATTORNEY FOR PLAINTIFF
FERRARACCIO & NOBLE
301 EAST PINE STREET
CLEARFIELD, PA 16830
(814) 375-2221
PA I.D. #: 55942

DUBOIS AREA

PLAZA

LEASE AGREEMENT

Exhibit "A"

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LEASE OF DUBOIS AREA PLAZA

THIS LEASE, made this 24th day of March, 2004, by and between **VARISCHETTI & SONS, INC.** of P.O. Box 220, Brockway, Pennsylvania, hereinafter called "LESSOR"

A
N
D

NAME: Sherry A. Okonski and Donald M. Okonski
d/b/a Rosie's Book Shop

ADDRESS: 18 Overdorf Ave. Dubois, Pa 15801
"Lessee"

WITNESSETH:

WHEREAS, the parties hereto have discussed leasing of a portion of the premises known as the "DUBOIS AREA PLAZA" and desire to have a Lease arrangement on the same, and the parties agree as follows:

ARTICLE I – DEMISED PREMISES

The LESSOR hereby Leases to the LESSEE and the LESSEE hereby Leases from the LESSOR, the following described premises, hereinafter called "Demised Premises," situate in The DUBOIS AREA PLAZA, on East DuBois Avenue, also known as Route 255, DuBois, Clearfield County, Pennsylvania being as follows:

A space having a width of approximately 25 feet, and an approximate depth of 50 feet, comprising approximately 1,250 square feet, and being more commonly referred to as Unit 8 of the DuBois Area Plaza.

ARTICLE II – TERM OF LEASE

The initial term of this Lease shall be for a period of 5 years commencing on the 1st day of April, 2004, hereinafter referred to as the "Commencement Date."

ARTICLE III – RENT

Beginning with the Commencement Date and throughout the term, Lessee shall pay a base rent as follows:

<u>Years</u>	<u>Total Monthly Rent</u>	<u>Total Annual Rent</u>
5	\$1,145.83	\$13,750.00

ARTICLE IV - OPTIONS TO EXTEND

Lessor hereby grants to Lessee the option to extend this Lease for up to 1 successive period of 5 years at an annual rent of \$ 14,062.50, being \$ 1,171.88 per month. If Lessee decides to exercise an option to extend, Lessee shall notify Lessor in writing of such exercise at least One Hundred Eighty (180) days in advance of the commencement date of the applicable extension period. If Lessee fails to give such written notification to Lessor, then this Lease shall automatically terminate at the end of its initial term.

ARTICLE V – TERMS OF PAYMENT OF RENT

Lessee shall pay and hereby agrees to pay Lessor without any prior demand therefore, and without any deductions or set-off, the annual rent specified in Article III of this Lease in equal monthly installments, in advance, on the first day of each calendar month. If the term of this Lease shall commence upon a day other than the first day of a calendar month, Lessee shall pay, upon commencement date of the term, a pro-rata portion of the fixed monthly rent described above, prorated on a per diem basis with respect to the fractional calendar month preceding the commencement of the first Lease year hereof.

ARTICLE VI – RENOVATION PRIOR TO POSSESSION

Lessee covenants and agrees not to make or permit any renovation work to begin at the Demised Premises or any part thereof, except by and with the written consent of Lessor, and with the prior submission of plans for the proposed renovation work. All renovation work to be made to said premises prior to possession shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or other expiration of this Lease in as good and condition as they were when installed, reasonable wear and tear expected. In the event of making such renovations, as herein provided, Lessee agrees to bear any and all costs and to indemnify and save harmless the Lessor from all expense, liens, claims, or damages to either persons or property arising out of, or resulting from the undertaking or making of said renovations prior to possession.

ARTICLE VII – SIGNS

Lessee may erect illuminated signs as approved in writing by Lessor on the exterior of the Demised Premises and agrees to maintain said signs in good state of repair and save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. All signs shall be approved in writing by Lessor and all local municipal governing bodies; Lessee shall bear full responsibility for obtaining such municipal approval at its sole cost and expense. Upon vacating the storeroom, the Lessee agrees to remove all signs and repair all damage caused by such removal.

ARTICLE VIII – ADDITIONAL CHARGES

- A. During the term of this Lease, the Lessee agrees to pay as additional rent a proportional share of real estate taxes in the event the total real estate taxes would exceed \$20,000, this to be based on a square footage basis of the entire Plaza. Additional rent shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of an invoice for the additional real estate tax rent, along with a copy of the paid real estate tax receipts and a computation of Lessee's proportional share.
- B. Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Lessee to Lessor, either by way of substitution for or in addition to any existing tax on land and way of substitution for or in addition to any existing tax on land and buildings or otherwise, tenants agree that this Lease may be terminated at the end of the then existing term, in order that any proper adjustments can be made, or, in the alternative, the tenants agree to adjust their rent in order to include any such taxes, excise and/or assessment, which amount shall be done on a proportional share basis, square footage, including all of the area involved in the DUBOIS AREA PLAZA. Lessee shall have the option of terminating or canceling this Lease at the end of the then existing term should the Lessor desire to exercise this option regarding any such additional taxes or assessments.
- C. Any business and occupational taxes levied on rentals received by Lessor from Lessee, which taxes are levied by any state or local government unit or authority, and whether levied against Lessor or Lessee, shall be paid by Lessee.
- D. Contribution to Maintenance and Control of Common Areas: Lessee agrees to pay to Lessor his proportional share of the cost of snow removal, paving, restriping, and patching of the parking lot of the common area of the Plaza based on its front footage. Said proportional share of the cost of said snow removal, etc. shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of its

proportional share of the cost of the said snow removal and paving, restriping, and patching of the parking lot.

E. Insurance: Lessor agrees to maintain: (1) Comprehensive General Liability Insurance relating to the Demised Premises and its areas on an occurrence basis in the minimum amount of \$1,000.000.00; (2) Fire and extended coverage, vandalism, ,malicious mischief and special extended coverage insurance to the extent of the replacement value of the Plaza buildings with the option of taking advantage of co-insurance to the extent of eighty percent (80%) or ninety percent (90%) thereof. Lessee shall pay to Lessor as additional rent a proportional share of Lessor's insurance premiums in the event the total insurance premiums would exceed \$2,500, this is based on a square footage basis of the entire Plaza. This additional rent shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of a invoice for the additional insurance rent along with a computation of Lessee's proportional share.

ARTICLE IX – TAXES UPON LESSEE'S FIXTURES

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

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

ARTICLE X – USE OF PREMISES AND LESSEE COVENANTS

A. The Demised Premises shall be occupied and used solely for the purposes of A Book Store.

B. Lessee covenants and agrees that the Demised Premises shall not be abandoned or left vacant and shall be used and occupied as follows:

1. To keep the Demised Premises continuously and uninterruptedly open for business during a normal business day, and to keep the same, including display windows fully illuminated from dusk to the end of each business day, unless prevented from doing so by strikes, fire, casualty or other causes beyond Lessee's control.
2. To conduct no auction, fire or bankruptcy sales nor to operate therein a so-called "discount house," Army, Navy store or government "surplus" store without written consent of Lessor.

3. To display no merchandise outside the Demised Premises nor in any way obstruct the sidewalks adjacent thereto and shall not burn or place garbage, rubbish, trash, merchandise containers or other incidentals to the business outside the Demised Premises. In the event Lessee places merchandise, rubbish and refuse outside the Demised Premises, Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor upon demand.
4. To load or unload all merchandise, supplies, fixtures, equipment and furniture and to cause the collection of rubbish only as directed by Lessor. No regular deliveries of any kind shall be made through the front entrance, and Lessee will use discretion on special deliveries that might occur at the front entrance.
5. To keep the Demised Premises in a careful, safe, and proper manner; to keep the outside areas adjoining the Demised Premises clean of snow, ice and debris and to keep any adjacent sidewalks, shopping cart ramps, halls, malls or arcades in a clean, safe and healthy condition.
6. To prevent the Demised Premises from being used in any way which will injure the reputation of the same or of the building of which it is a part or may be a nuisance, annoyance, inconvenience or damage to the other tenants of such building or of the neighborhood, including without liability the generality of the foregoing, noise by the playing of any musical instruments or radio or television or the use of a microphone, loud speaker, electrical equipment or other equipment outside of the Demised Premises.
7. To abide by all reasonable rules and regulations established by Lessor, from time to time, with respect to the common areas, facilities, improvements and sidewalks.
8. To store all garbage, rubbish and trash in a proper container, depending upon the type of regular commercial container available from the collector, or equivalent metal container.

C. Upon the commencement of the term of this Lease, Lessee shall proceed with due dispatch and diligence to open for business on the Demised Premises, in a high grade and reputable manner maintaining in the Demised Premises a trained staff of employees and sufficient stock of merchandise to operate the business, during business hours throughout the term of this Lease unless prevented from so doing by fire, strikes, or other contingencies beyond the control of Lessee.

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

ARTICLE XI – ALTERATIONS

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

ARTICLE XII – MAINTENANCE OF DEMISED PREMISES

A. Lessor covenants and agrees to keep and maintain the roof and other exterior portions of the Demised Premises exclusive of doors, door checks and windows, and to make any structural repairs in the interior of the Demised Premises, except for reasonable wear and tear and any damage thereof caused by any act or negligence of Lessee, its employees, agents, invitees, licensees or contractors, in which event such damage shall be promptly repaired at the sole cost and expense of Lessee. Other than as herein provided Lessor shall not be responsible to make any other improvements or repairs of any kind, in or upon the Demised Premises.

B. Lessee covenants and agrees to keep and maintain in good order, condition and repair or replace the Demised Premises and every part thereof, except as hereinbefore

provided, including but not without limitation the exterior and interior portions of all doors, door checks, windows, plate glass, all plumbing and sewage facilities within the Demised Premises including free flow up to the main sewer line, fixtures, heating, air conditioning and electrical equipment, (including replacement thereof or of parts thereof), interior walls, floors and ceilings, including compliance with applicable building codes relative to fire extinguisher and to maintain lighting fixtures beneath the canopy, if any. If Lessee refuses or neglects to commence or complete such replacement or repairs promptly and adequately, Lessor may, but shall not be required to do so, make or complete said repairs and/or replacement and Lessee shall pay the cost thereof to Lessor, upon demand.

ARTICLE XIII – MAINTENANCE AND CONTROL OF COMMON AREAS

- A. Lessor covenants and agrees that during the term of this Lease, or renewal or extension thereof, to provide parking areas, approaches, exits, entrances, malls or roadways, hereinafter referred to as "Common Areas" for the non-exclusive use of Lessee, its agents, employees or customers while such customers are shopping in the Demised Premises or in any portion of the Plaza and to maintain the same in good repair, reasonably clear of snow, and lighted from dusk to the end of each business day.
- B. Lessor shall have the right to close any or all portions of the parking area or areas to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary, all or any part of the parking area or areas in order to discourage non-customer parking. All space, areas and facilities in the Plaza not within the Demised Premises, which Lessee may be permitted to use and/or occupy, are to be used and/or occupied under a revocable license, and if such license be revoked, or if the amount of such space, areas and/or facilities be diminished, this Lease shall remain in full force and effect and Lessor be entitled to any compensation or diminution of rent, nor shall revocation or diminution be deemed constructive or actual eviction. Common areas shall be governed by the rules and regulations of the said Plaza, and Lessor may, from time to time, change and adopt the said rules, and must then inform the Lessee of any such changes, additions, alterations or improvements in and to such common areas, provided that there shall be no unreasonable obstruction of Lessee's right of access to the Demised Premises.
- C. Lessee covenants and agrees to cause it and its employees to park only in such places and designated by Lessor for employee parking. If parking areas are provided in the rear of the Demised Premises, the Lessee shall cause it and its employees to park in such areas.

ARTICLE XIV – UTILITIES

Lessee shall be solely responsible for and promptly pay all charges for heat, water, sewer rentals, fire service charges in the sprinkler system, gas, electricity or any other utility used or consumed in the Leased premises. Should Lessor elect to supply the water, gas, heat, electricity or any other utility used or consumed in the Leased premises, Lessee agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Lessor with the proper regulatory authority. If there is more than one user on a common meter, Lessee shall pay its proportionate share of such utility use as determined by Lessor. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Leased premises, unless the said Lessor agrees to maintain the said sprinkler system, of which liability could then occur.

ARTICLE XV – DESTRUCTION BY FIRE OR CASUALTY

- A. If the Demised Premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage insurance, Lessor shall have the option to rebuild or of terminating this Lease.
- B. In the event of total destruction of the Demised Premises as above mentioned, Lessee's rent shall completely abate from the date of such destruction until possession of the rebuilt premises is delivered to Lessee, but in the event of a partial destruction or damage whereby Lessee shall be deprived of the occupancy of only a portion of said premises, then minimum rent shall be equitably apportioned according to the area of the Demised Premises which is unusable by Lessee until such time as the Demised Premises shall be repaired or restored.

ARTICLE XVI – LESSEE'S PROPERTY IN THE DEMISED PROPERTY

- A. All light fixtures, heating units or air conditioning equipment provided by Lessee or any other so-called "trade fixtures" shall at once when furnished or installed by deemed to have attached to the freehold and to have become the property of Lessor. At the expiration of the term hereof, Lessee may remove all such property, provided such removal will not result in costly injury to, or undue defacement of the Demised Premises, and provided further all rents stipulated herein are paid in full and Lessee is not otherwise in default hereunder, and that any and all damage to the Demised Premises resulting from or caused by such removal shall be promptly repaired at Lessee's expense.
- B. All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or less suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the busing, overflowing or leaking of sewer or stream pipes of

from the heating or plumbing fixtures or from electric wires or from gas or odors caused in any manner whatsoever except as may result from and be caused by the negligence of Lessor or its agents or employees.

ARTICLE XVII – ACCESS TO DEMISED PREMISES

- A. Lessee agrees to permit Lessor or Lessor's Agents to inspect or examine the Demised Premises at any reasonable time and to permit Lessor to make such repairs, decorations, alteration, improvements or additions in the Demised Premises or to the building of which the Demised Premises is a part, that Lessor may deem desirable or necessary for its preservations or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no way abate while such decorations, repairs, alterations, improvements or addition are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.
- B. Lessor shall also have the right to enter upon the Demised Premises for a period commencing sixty (60) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in, or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE XVIII – SURRENDER OF DEMISED PREMISES

- A. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted. The provisions of this paragraph shall operate as Lessor's waiver of claim or recourse against Lessee for any damage to the Demised Premises resulting from the negligence of Lessee, its agents or employees only to the extent that Lessor is able to obtain, at no extra cost, waiver of right of subrogation endorsement to its insurance policies. Acceptance of delivery of the Demised Premises or opening same for business shall be deemed conclusive evidence that the Demised Premises were in good order and condition at the commencement of the term of this Lease.
- B. Lessee shall at Lessee's expense remove all property of Lessee and all alterations, additions and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed and as to which Lessor shall have not made said election, shall be deemed to have been

ARTICLE XX – ASSIGNMENT AND SUBLetting

- A. Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other person to occupy same without the written consent of the Lessor first hand, references elsewhere herein to assignees notwithstanding. Lessor shall not unreasonably withhold such consent. Any such assignment or subletting, even with the consent of Lessor, shall not relieve Lessee from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises. The purpose of restricting assignment and subletting is to protect the interest of all tenants to the Plaza, and should Lessor determine that it would be detrimental to any of the existing businesses to allow such an assignment or subletting, the Lessor shall have the discretion in which to accept or deny any such assignment or subletting. Should the Lessee go out of business, Lessor may decide whether or not a subletting to any successor owner will be permitted. Should Lessee become deceased, the estate of the decedent shall not automatically become a successor to the within Lease.
- B. If Lessee is a corporation, then any transfer of this Lease from Lessee by merger, consolidation or liquidation, or any change in ownership or power to vote of a majority of its outstanding voting stock shall constitute an assignment for the purpose of this Lease and shall require the written consent of Lessor.
- C. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Lessor first having been obtained.

ARTICLE XXI – EMINENT DOMAIN

In the event the Demised Premises or any part hereof shall be taken or condemned for any public purpose, it is understood that the Lessor shall be entitled to its damage, and that the Lessee reserves any rights for damages to the business of the Lessee that it may have under any such taking. Should the taking involve a minor portion of the said property, Lessee waives any right to damages that would affect the business operations of the said Lessee, but is expressly understood that the Lessee is in no way waiving any rights to damage for eminent domain that it might have as a tenant to the property and as to how the same affects its business.

ARTICLE XXII – DEFAULT BY LESSEE

Any of the events listed below shall be an Event of Default:

- A. Lessee's violation or failure to perform or observe any covenant, obligation or provision contained in this Lease shall be considered an event of default by the Lessee.
- B. Lessor shall give Lessee written notice of any default by Lessee under this Lease. If Lessor notifies Lessee of a monetary default, Lessee shall have ten (10) business days after Lessee's receipt of Lessor's default notice to cure such default. If Lessor notifies Lessee of a non-monetary default, Lessee shall have thirty (30) days, (unless such default cannot reasonably be cured within thirty (30) days, in which case Lessee shall have as much time to cure such default as is necessary provided Lessee promptly commences and diligently pursues such cure). If Lessee fails to cure any default within the applicable cure period, then Lessor shall be entitled to all remedies available at law or in equity, in addition to the remedies provided for in this Lease.
- C. If an Event of Default shall have occurred and be continuing, Lessor may do either or both of the following: (1) Lessor may terminate this Lease upon giving written notice of termination to Lessee; or (2) Lessor may enter and repossess the Leased premises by force, summary proceedings, ejectment, or otherwise, and may remove Lessee and all other persons and property from the Leased premises.
- D. After repossessing the Leased premises as provided in this Article XXII, whether or not this Lease has been terminated, Lessor shall have the right, but not the obligation, to attempt to relet the Leased premises for the account of Lessee in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have been the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as Lessor, in its sole discretion, may determine, and may collect and receive the rent therefor. Any rent received shall be applied against Lessee's obligations under this Lease, but Lessor shall not be responsible or liable for any failure to collect any rent due upon any such reletting.
- E. Neither the termination of this Lease nor the repossession of the Leased premises by Lessor under this Article XXII shall relieve Lessee of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. If such termination or repossession occurs, whether or not the Leased premises shall have been relet, Lessee shall pay to Lessor the rent and other sums and charges to be paid by Lessee up to the time of such termination or repossession, and thereafter Lessee, until the end of what would have been the term of this Lease in the absence of such termination or repossession, shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default, the equivalent of the amount of the minimum rent and other sums and charges which would be payable under this Lease by Lessee if this Lease were still in effect, less the net proceeds, if any, of any reletting done under this Article XXII after deducting all of Lessor's expenses as to such reletting, including without limitation all repossession costs, brokerage and

management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting.

- F. In addition to all other remedies of Lessor, Lessor shall be entitled to reimbursement upon demand of all reasonable attorneys' fees, court costs and costs of investigation incurred by Lessor with respect to an Event of Default or enforcement by Lessor of its remedies therefor.
- G. The rights, options, powers, and remedies of Lessor under this Lease shall be cumulative and in addition to any other rights given to Lessor by law. The exercise by Lessor of any right, option, power, or remedy shall not impair Lessor's right to any other rights, options, powers, or remedies. The passage of time after the occurrence of an Event of Default shall not limit Lessor's rights, options, powers or remedies.

ARTICLE XXIII – BANKRUPTCY OR INSOLVENCY

If at any time prior to the date herein fixed as the commencement of the term of this Lease or at any time thereafter there shall be filed by or against Lessee or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or the property of any guarantor of this Lease, or if Lessee makes application to creditors to settle or compound or extend the time for payment of Lessee's obligation, or if any execution or attachment shall be levied upon any of the Lessee's property or the Demised Premises are taken or occupied or attempted to be taken or occupied by someone other than the Lessee, then this Lease shall at the Lessor's option be canceled and terminated and in which event, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of any order of any Court shall be entitled to possession of the Demised Premises.

ARTICLE XXIV – DEFAULT BY LESSOR

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

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

ARTICLE XXV – ESTOPPEL CERTIFICATE BY LESSEE

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

ARTICLE XXVI – TERM “LESSOR”

The term “Lessor” as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner (or Lessee of the ground or underlying Lease of which this Lease is a sublease) for the time being of the Plaza buildings and the land on which they stand. If the Plaza or the ground or underlying Lease, be sold or transferred, the seller (or assignor of the ground or underlying Lease of which this Lease is a sublease) shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale (or the subLessee or assignee of the ground or underlying Lease as aforesaid) has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Lessor shall be binding upon Lessor, its successors and assigns, only during their respective successive periods of ownership.

ARTICLE XXVII – MEMORANDUM OF LEASE

Neither party will record this Lease but both parties will, on demand by the other party, execute and appropriate Memorandum or Notice of this Lease in form and substance reasonably satisfactory to the Lessor, not including rental and monetary provisions, and either party may record the same at its expense. Promptly following the commencement of the Lease term, the parties will execute a document in recordable form setting forth the commencement and expiration dates of the Lease term.

ARTICLE XXVIII – COLLATERAL ASSIGNMENT OF LEASE

With reference to any assignment by the Lessor of the Lessee's interest in this Lease, or the rentals payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a first mortgage on the Lessee's estate, the Lessee agrees:

- A. That the execution thereof by the Lessor and the acceptance thereof by the holder of such mortgage, shall never be deemed and assumption by such holder of any of the obligations of the Lessor hereunder, unless such holder shall, by written notice sent to the Lessee, specifically otherwise elect; and

B. That, except as aforesaid, such holder shall be treated as having assumed the Lessor's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the premises.

ARTICLE XXIX – HOLDING OVER

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

ARTICLE XXX – QUIET ENJOYMENT

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

ARTICLE XXXI – TITLES OF ARTICLES

The titles of the articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

ARTICLE XXXII – DEFINITION OF TERMS

A. "Lease Year" as used herein shall mean each twelve (12) month period beginning with the first day of the term of this Lease, and each yearly anniversary thereof, provided the commencement of the term of this Lease is on the first day of the month. If the term of this Lease commences on any other day other than the first day of the month, then "Lease Year" shall begin on the first day of the month following the end of the month during which the term of this Lease commences. Any period prior to the "First Lease Year" or any period subsequent to the "Last Lease Year" within the term of this Lease shall be adjusted with respect to percentage rent or any other matters provided in this Lease in which the Lease Year is a factor.

- B. For the purpose of this Lease "Floor Area" shall be deemed to mean the actual number of square feet of floor space from the center of side walls to the center of side walls and from outside of front wall to outside of rear wall, except when storeroom is a corner room where the measurement is from center of side wall to outside of all floor, basements and mezzanines of the Demised Premises without deduction or exclusion for any space occupied by or used by columns, stairs or other interior construction or equipment.
- C. As used in this indenture of Lease and when required by the context, each number (singular and plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation, firm or association."

ARTICLE XXXIII – INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE XXXIV – PROVISIONS BINDING

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

ARTICLE XXXV – SECURITY DEPOSIT

The Lessee will deposit with the Lessor the sum of \$ 1,000.00 as security for the performance, by the Lessee of the terms of this Lease. Lessor may use, apply, retain the whole or any part of the security deposit to the extent required for the payment of any rent and additional rent or other sum as to which the Lessee is in default or for any sum which the Lessor may expend or may be required to expend by reason of the Lessee's default in respect of any of the terms of this Lease, including but not limited to any damages or deficiency in the reletting of the Demised Premises, or upon failure or inability to relet the same. In the event that the Lessee shall comply with all the terms of this Lease, the security shall be returned to the Lessee without interest after the date fixed as the end of the Lease and after delivery of possession of the Demised Premises to the Lessor. In the event of a sale or Lease of the Plaza of which the Demised Premises forms a part, the Lessor shall have the

right to transfer the security to the purchaser or the Lessee and the Lessor shall thereupon be released from all liability for the return of such security. The Lessee shall look solely to the new Lessor for the return of such security.

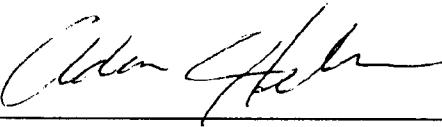
ARTICLE XXXVI – COMPLETE AGREEMENT

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

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

LESSOR

WITNESS:



VARISCHETTI & SONS, INC.



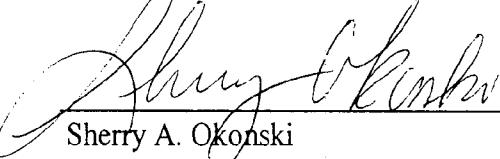
BY: _____

Peter C. Varischetti

LESSEE

WITNESS:

SHERRY A. OKONSKI AND
DONALD M. OKONSKI,
d/b/a ROSIE'S BOOK SHOP



Sherry A. Okonski



Donald M. Okonski

Deed & Agreement

DUBOIS AREA

PLAZA

LEASE AGREEMENT


Exhibit "B"

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LEASE OF DUBOIS AREA PLAZA

THIS LEASE, made this 24th day of March, 2004, by and between **VARISCHETTI & SONS, INC.** of P.O. Box 220, Brockway, Pennsylvania, hereinafter called "LESSOR"

A
N
D

NAME: Sherry A. Okonski and Donald M. Okonski
Rosie's Book Shop,d/b/a Raymond's Coffees at Rosie's

ADDRESS: 18 Overdorf Ave. Dubois, Pa 15801

"Lessee"

WITNESSETH:

WHEREAS, the parties hereto have discussed leasing of a portion of the premises known as the "DUBOIS AREA PLAZA" and desire to have a Lease arrangement on the same, and the parties agree as follows:

ARTICLE I – DEMISED PREMISES

The LESSOR hereby Leases to the LESSEE and the LESSEE hereby Leases from the LESSOR, the following described premises, hereinafter called "Demised Premises," situate in The DUBOIS AREA PLAZA, on East DuBois Avenue, also known as Route 255, DuBois, Clearfield County, Pennsylvania being as follows:

A space having a width of approximately 33 feet, and an approximate depth of 50 feet, comprising approximately 1,650 square feet, and being more commonly referred to as Unit 7 of the DuBois Area Plaza.

ARTICLE II – TERM OF LEASE

The initial term of this Lease shall be for a period of 5 years commencing on the 1st day of April, 2004, hereinafter referred to as the "Commencement Date."

ARTICLE III – RENT

Beginning with the Commencement Date and throughout the term, Lessee shall pay a base rent as follows:

<u>Years</u>	<u>Total Monthly Rent</u>	<u>Total Annual Rent</u>
5	\$1,375.00	\$16,500.00

ARTICLE IV - OPTIONS TO EXTEND

Lessor hereby grants to Lessee the option to extend this Lease for up to 1 successive period of 5 years at an annual rent of \$ 17,325.00, being \$ 1,443.75 per month. If Lessee decides to exercise an option to extend, Lessee shall notify Lessor in writing of such exercise at least One Hundred Eighty (180) days in advance of the commencement date of the applicable extension period. If Lessee fails to give such written notification to Lessor, then this Lease shall automatically terminate at the end of its initial term.

ARTICLE V – TERMS OF PAYMENT OF RENT

Lessee shall pay and hereby agrees to pay Lessor without any prior demand therefore, and without any deductions or set-off, the annual rent specified in Article III of this Lease in equal monthly installments, in advance, on the first day of each calendar month. If the term of this Lease shall commence upon a day other than the first day of a calendar month, Lessee shall pay, upon commencement date of the term, a pro-rata portion of the fixed monthly rent described above, prorated on a per diem basis with respect to the fractional calendar month preceding the commencement of the first Lease year hereof.

ARTICLE VI – RENOVATION PRIOR TO POSSESSION

Lessee covenants and agrees not to make or permit any renovation work to begin at the Demised Premises or any part thereof, except by and with the written consent of Lessor, and with the prior submission of plans for the proposed renovation work. All renovation work to be made to said premises prior to possession shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or other expiration of this Lease in as good and condition as they were when installed, reasonable wear and tear expected. In the event of making such renovations, as herein provided, Lessee agrees to bear any and all costs and to indemnify and save harmless the Lessor from all expense, liens, claims, or damages to either persons or property arising out of, or resulting from the undertaking or making of said renovations prior to possession.

ARTICLE VII – SIGNS

Lessee may erect illuminated signs as approved in writing by Lessor on the exterior of the Demised Premises and agrees to maintain said signs in good state of repair and save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. All signs shall be approved in writing by Lessor and all local municipal governing bodies; Lessee shall bear full responsibility for obtaining such municipal approval at its sole cost and expense. Upon vacating the storeroom, the Lessee agrees to remove all signs and repair all damage caused by such removal.

ARTICLE VIII – ADDITIONAL CHARGES

- A. During the term of this Lease, the Lessee agrees to pay as additional rent a proportional share of real estate taxes in the event the total real estate taxes would exceed \$20,000, this to be based on a square footage basis of the entire Plaza. Additional rent shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of an invoice for the additional real estate tax rent, along with a copy of the paid real estate tax receipts and a computation of Lessee's proportional share.
- B. Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Lessee to Lessor, either by way of substitution for or in addition to any existing tax on land and way of substitution for or in addition to any existing tax on land and buildings or otherwise, tenants agree that this Lease may be terminated at the end of the then existing term, in order that any proper adjustments can be made, or, in the alternative, the tenants agree to adjust their rent in order to include any such taxes, excise and/or assessment, which amount shall be done on a proportional share basis, square footage, including all of the area involved in the DUBOIS AREA PLAZA. Lessee shall have the option of terminating or canceling this Lease at the end of the then existing term should the Lessor desire to exercise this option regarding any such additional taxes or assessments.
- C. Any business and occupational taxes levied on rentals received by Lessor from Lessee, which taxes are levied by any state or local government unit or authority, and whether levied against Lessor or Lessee, shall be paid by Lessee.
- D. Contribution to Maintenance and Control of Common Areas: Lessee agrees to pay to Lessor his proportional share of the cost of snow removal, paving, restriping, and patching of the parking lot of the common area of the Plaza based on its front footage. Said proportional share of the cost of said snow removal, etc. shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of its

proportional share of the cost of the said snow removal and paving, restriping, and patching of the parking lot.

E. Insurance: Lessor agrees to maintain: (1) Comprehensive General Liability Insurance relating to the Demised Premises and its areas on an occurrence basis in the minimum amount of \$1,000,000.00; (2) Fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance to the extent of the replacement value of the Plaza buildings with the option of taking advantage of co-insurance to the extent of eighty percent (80%) or ninety percent (90%) thereof. Lessee shall pay to Lessor as additional rent a proportional share of Lessor's insurance premiums in the event the total insurance premiums would exceed \$2,500, this is based on a square footage basis of the entire Plaza. This additional rent shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of a invoice for the additional insurance rent along with a computation of Lessee's proportional share.

ARTICLE IX – TAXES UPON LESSEE'S FIXTURES

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

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

ARTICLE X – USE OF PREMISES AND LESSEE COVENANTS

A. The Demised Premises shall be occupied and used solely for the purposes of A Coffee and Pastry Shop.

B. Lessee covenants and agrees that the Demised Premises shall not be abandoned or left vacant and shall be used and occupied as follows:

1. To keep the Demised Premises continuously and uninterruptedly open for business during a normal business day, and to keep the same, including display windows fully illuminated from dusk to the end of each business day, unless prevented from doing so by strikes, fire, casualty or other causes beyond Lessee's control.
2. To conduct no auction, fire or bankruptcy sales nor to operate therein a so-called "discount house," Army, Navy store or government "surplus" store without written consent of Lessor.

3. To display no merchandise outside the Demised Premises nor in any way obstruct the sidewalks adjacent thereto and shall not burn or place garbage, rubbish, trash, merchandise containers or other incidentals to the business outside the Demised Premises. In the event Lessee places merchandise, rubbish and refuse outside the Demised Premises, Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor upon demand.
4. To load or unload all merchandise, supplies, fixtures, equipment and furniture and to cause the collection of rubbish only as directed by Lessor. No regular deliveries of any kind shall be made through the front entrance, and Lessee will use discretion on special deliveries that might occur at the front entrance.
5. To keep the Demised Premises in a careful, safe, and proper manner; to keep the outside areas adjoining the Demised Premises clean of snow, ice and debris and to keep any adjacent sidewalks, shopping cart ramps, halls, malls or arcades in a clean, safe and healthy condition.
6. To prevent the Demised Premises from being used in any way which will injure the reputation of the same or of the building of which it is a part or may be a nuisance, annoyance, inconvenience or damage to the other tenants of such building or of the neighborhood, including without liability the generality of the foregoing, noise by the playing of any musical instruments or radio or television or the use of a microphone, loud speaker, electrical equipment or other equipment outside of the Demised Premises.
7. To abide by all reasonable rules and regulations established by Lessor, from time to time, with respect to the common areas, facilities, improvements and sidewalks.
8. To store all garbage, rubbish and trash in a proper container, depending upon the type of regular commercial container available from the collector, or equivalent metal container.

C. Upon the commencement of the term of this Lease, Lessee shall proceed with due dispatch and diligence to open for business on the Demised Premises, in a high grade and reputable manner maintaining in the Demised Premises a trained staff of employees and sufficient stock of merchandise to operate the business, during business hours throughout the term of this Lease unless prevented from so doing by fire, strikes, or other contingencies beyond the control of Lessee.

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

ARTICLE XI – ALTERATIONS

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

ARTICLE XII – MAINTENANCE OF DEMISED PREMISES

A. Lessor covenants and agrees to keep and maintain the roof and other exterior portions of the Demised Premises exclusive of doors, door checks and windows, and to make any structural repairs in the interior of the Demised Premises, except for reasonable wear and tear and any damage thereof caused by any act or negligence of Lessee, its employees, agents, invitees, licensees or contractors, in which event such damage shall be promptly repaired at the sole cost and expense of Lessee. Other than as herein provided Lessor shall not be responsible to make any other improvements or repairs of any kind, in or upon the Demised Premises.

B. Lessee covenants and agrees to keep and maintain in good order, condition and repair or replace the Demised Premises and every part thereof, except as hereinbefore

provided, including but not without limitation the exterior and interior portions of all doors, door checks, windows, plate glass, all plumbing and sewage facilities within the Demised Premises including free flow up to the main sewer line, fixtures, heating, air conditioning and electrical equipment, (including replacement thereof or of parts thereof), interior walls, floors and ceilings, including compliance with applicable building codes relative to fire extinguisher and to maintain lighting fixtures beneath the canopy, if any. If Lessee refuses or neglects to commence or complete such replacement or repairs promptly and adequately, Lessor may, but shall not be required to do so, make or complete said repairs and/or replacement and Lessee shall pay the cost thereof to Lessor, upon demand.

ARTICLE XIII – MAINTENANCE AND CONTROL OF COMMON AREAS

- A. Lessor covenants and agrees that during the term of this Lease, or renewal or extension thereof, to provide parking areas, approaches, exits, entrances, malls or roadways, hereinafter referred to as "Common Areas" for the non-exclusive use of Lessee, its agents, employees or customers while such customers are shopping in the Demised Premises or in any portion of the Plaza and to maintain the same in good repair, reasonably clear of snow, and lighted from dusk to the end of each business day.
- B. Lessor shall have the right to close any or all portions of the parking area or areas to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary, all or any part of the parking area or areas in order to discourage non-customer parking. All space, areas and facilities in the Plaza not within the Demised Premises, which Lessee may be permitted to use and/or occupy, are to be used and/or occupied under a revocable license, and if such license be revoked, or if the amount of such space, areas and/or facilities be diminished, this Lease shall remain in full force and effect and Lessor be entitled to any compensation or diminution of rent, nor shall revocation or diminution be deemed constructive or actual eviction. Common areas shall be governed by the rules and regulations of the said Plaza, and Lessor may, from time to time, change and adopt the said rules, and must then inform the Lessee of any such changes, additions, alterations or improvements in and to such common areas, provided that there shall be no unreasonable obstruction of Lessee's right of access to the Demised Premises.
- C. Lessee covenants and agrees to cause it and its employees to park only in such places and designated by Lessor for employee parking. If parking areas are provided in the rear of the Demised Premises, the Lessee shall cause it and its employees to park in such areas.

ARTICLE XIV – UTILITIES

Lessee shall be solely responsible for and promptly pay all charges for heat, water, sewer rentals, fire service charges in the sprinkler system, gas, electricity or any other utility used or consumed in the Leased premises. Should Lessor elect to supply the water, gas, heat, electricity or any other utility used or consumed in the Leased premises, Lessee agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Lessor with the proper regulatory authority. If there is more than one user on a common meter, Lessee shall pay its proportionate share of such utility use as determined by Lessor. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Leased premises, unless the said Lessor agrees to maintain the said sprinkler system, of which liability could then occur.

ARTICLE XV – DESTRUCTION BY FIRE OR CASUALTY

- A. If the Demised Premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage insurance, Lessor shall have the option to rebuild or of terminating this Lease.
- B. In the event of total destruction of the Demised Premises as above mentioned, Lessee's rent shall completely abate from the date of such destruction until possession of the rebuilt premises is delivered to Lessee, but in the event of a partial destruction or damage whereby Lessee shall be deprived of the occupancy of only a portion of said premises, then minimum rent shall be equitably apportioned according to the area of the Demised Premises which is unusable by Lessee until such time as the Demised Premises shall be repaired or restored.

ARTICLE XVI – LESSEE'S PROPERTY IN THE DEMISED PROPERTY

- A. All light fixtures, heating units or air conditioning equipment provided by Lessee or any other so-called "trade fixtures" shall at once when furnished or installed by deemed to have attached to the freehold and to have become the property of Lessor. At the expiration of the term hereof, Lessee may remove all such property, provided such removal will not result in costly injury to, or undue defacement of the Demised Premises, and provided further all rents stipulated herein are paid in full and Lessee is not otherwise in default hereunder, and that any and all damage to the Demised Premises resulting from or caused by such removal shall be promptly repaired at Lessee's expense.
- B. All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or less suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the busing, overflowing or leaking of sewer or stream pipes of

from the heating or plumbing fixtures or from electric wires or from gas or odors caused in any manner whatsoever except as may result from and be caused by the negligence of Lessor or its agents or employees.

ARTICLE XVII – ACCESS TO DEMISED PREMISES

- A. Lessee agrees to permit Lessor or Lessor's Agents to inspect or examine the Demised Premises at any reasonable time and to permit Lessor to make such repairs, decorations, alteration, improvements or additions in the Demised Premises or to the building of which the Demised Premises is a part, that Lessor may deem desirable or necessary for its preservations or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no way abate while such decorations, repairs, alterations, improvements or addition are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.
- B. Lessor shall also have the right to enter upon the Demised Premises for a period commencing sixty (60) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in, or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE XVIII – SURRENDER OF DEMISED PREMISES

- A. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted. The provisions of this paragraph shall operate as Lessor's waiver of claim or recourse against Lessee for any damage to the Demised Premises resulting from the negligence of Lessee, its agents or employees only to the extent that Lessor is able to obtain, at no extra cost, waiver of right of subrogation endorsement to its insurance policies. Acceptance of delivery of the Demised Premises or opening same for business shall be deemed conclusive evidence that the Demised Premises were in good order and condition at the commencement of the term of this Lease.
- B. Lessee shall at Lessee's expense remove all property of Lessee and all alterations, additions and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed and as to which Lessor shall have not made said election, shall be deemed to have been

abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE XIX – INDEMNITY AND INSURANCE BY LESSEE

- A. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Demised Premises causing injury to any person or property whomsoever or whatsoever and will protect, indemnify, save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.
- B. Lessee agrees that, at its cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon or about the Demised Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the Demised Premises during the term of this Lease, such insurance at all times to be in an amount of not less than FIVE HUNDRED THOUSAND and no/100ths (\$500,000.00) DOLLARS for injury to any one (1) person, and not less than ONE MILLION and no/100ths (\$1,000,000.00) DOLLARS for injuries to more than one (1) person in one (1) accident. In addition, Lessee will carry FIVE HUNDRED THOUSAND and no/100ths (\$500,000.00) DOLLARS property damage liability insurance. All liability insurance shall not be canceled or materially changed without thirty (30) days prior notice (by certified mail) being given to certificate holder. All policies of insurance covering tenants' property shall include a provision whereby its insurer agrees to waive any rights of subrogation against Lessor.
- C. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the state in which the Demised Premises are located, and there shall be delivered to the Lessor customary insurance certifications evidencing such paid-up insurance. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand. In addition, Lessor must be named as an additional insured under the above mentioned liability insurance.

ARTICLE XX – ASSIGNMENT AND SUBLetting

- A. Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other person to occupy same without the written consent of the Lessor first hand, references elsewhere herein to assignees notwithstanding. Lessor shall not unreasonably withhold such consent. Any such assignment or subletting, even with the consent of Lessor, shall not relieve Lessee from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises. The purpose of restricting assignment and subletting is to protect the interest of all tenants to the Plaza, and should Lessor determine that it would be detrimental to any of the existing businesses to allow such an assignment or subletting, the Lessor shall have the discretion in which to accept or deny any such assignment or subletting. Should the Lessee go out of business, Lessor may decide whether or not a subletting to any successor owner will be permitted. Should Lessee become deceased, the estate of the decedent shall not automatically become a successor to the within Lease.
- B. If Lessee is a corporation, then any transfer of this Lease from Lessee by merger, consolidation or liquidation, or any change in ownership or power to vote of a majority of its outstanding voting stock shall constitute an assignment for the purpose of this Lease and shall require the written consent of Lessor.
- C. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Lessor first having been obtained.

ARTICLE XXI – EMINENT DOMAIN

In the event the Demised Premises or any part hereof shall be taken or condemned for any public purpose, it is understood that the Lessor shall be entitled to its damage, and that the Lessee reserves any rights for damages to the business of the Lessee that it may have under any such taking. Should the taking involve a minor portion of the said property, Lessee waives any right to damages that would affect the business operations of the said Lessee, but is expressly understood that the Lessee is in no way waiving any rights to damage for eminent domain that it might have as a tenant to the property and as to how the same affects its business.

ARTICLE XXII – DEFAULT BY LESSEE

Any of the events listed below shall be an Event of Default:

- A. Lessee's violation or failure to perform or observe any covenant, obligation or provision contained in this Lease shall be considered an event of default by the Lessee.
- B. Lessor shall give Lessee written notice of any default by Lessee under this Lease. If Lessor notifies Lessee of a monetary default, Lessee shall have ten (10) business days after Lessee's receipt of Lessor's default notice to cure such default. If Lessor notifies Lessee of a non-monetary default, Lessee shall have thirty (30) days, (unless such default cannot reasonably be cured within thirty (30) days, in which case Lessee shall have as much time to cure such default as is necessary provided Lessee promptly commences and diligently pursues such cure). If Lessee fails to cure any default within the applicable cure period, then Lessor shall be entitled to all remedies available at law or in equity, in addition to the remedies provided for in this Lease.
- C. If an Event of Default shall have occurred and be continuing, Lessor may do either or both of the following: (1) Lessor may terminate this Lease upon giving written notice of termination to Lessee; or (2) Lessor may enter and repossess the Leased premises by force, summary proceedings, ejectment, or otherwise, and may remove Lessee and all other persons and property from the Leased premises.
- D. After repossessing the Leased premises as provided in this Article XXII, whether or not this Lease has been terminated, Lessor shall have the right, but not the obligation, to attempt to relet the Leased premises for the account of Lessee in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have been the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as Lessor, in its sole discretion, may determine, and may collect and receive the rent therefor. Any rent received shall be applied against Lessee's obligations under this Lease, but Lessor shall not be responsible or liable for any failure to collect any rent due upon any such reletting.
- E. Neither the termination of this Lease nor the repossession of the Leased premises by Lessor under this Article XXII shall relieve Lessee of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. If such termination or repossession occurs, whether or not the Leased premises shall have been relet, Lessee shall pay to Lessor the rent and other sums and charges to be paid by Lessee up to the time of such termination or repossession, and thereafter Lessee, until the end of what would have been the term of this Lease in the absence of such termination or repossession, shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default, the equivalent of the amount of the minimum rent and other sums and charges which would be payable under this Lease by Lessee if this Lease were still in effect, less the net proceeds, if any, of any reletting done under this Article XXII after deducting all of Lessor's expenses as to such reletting, including without limitation all repossession costs, brokerage and

management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting.

- F. In addition to all other remedies of Lessor, Lessor shall be entitled to reimbursement upon demand of all reasonable attorneys' fees, court costs and costs of investigation incurred by Lessor with respect to an Event of Default or enforcement by Lessor of its remedies therefor.
- G. The rights, options, powers, and remedies of Lessor under this Lease shall be cumulative and in addition to any other rights given to Lessor by law. The exercise by Lessor of any right, option, power, or remedy shall not impair Lessor's right to any other rights, options, powers, or remedies. The passage of time after the occurrence of an Event of Default shall not limit Lessor's rights, options, powers or remedies.

ARTICLE XXIII – BANKRUPTCY OR INSOLVENCY

If at any time prior to the date herein fixed as the commencement of the term of this Lease or at any time thereafter there shall be filed by or against Lessee or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or the property of any guarantor of this Lease, or if Lessee makes application to creditors to settle or compound or extend the time for payment of Lessee's obligation, or if any execution or attachment shall be levied upon any of the Lessee's property or the Demised Premises are taken or occupied or attempted to be taken or occupied by someone other than the Lessee, then this Lease shall at the Lessor's option be canceled and terminated and in which event, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of any order of any Court shall be entitled to possession of the Demised Premises.

ARTICLE XXIV – DEFAULT BY LESSOR

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

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

ARTICLE XXV – ESTOPPEL CERTIFICATE BY LESSEE

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

ARTICLE XXVI – TERM “LESSOR”

The term “Lessor” as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner (or Lessee of the ground or underlying Lease of which this Lease is a sublease) for the time being of the Plaza buildings and the land on which they stand. If the Plaza or the ground or underlying Lease, be sold or transferred, the seller (or assignor of the ground or underlying Lease of which this Lease is a sublease) shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale (or the subLessee or assignee of the ground or underlying Lease as aforesaid) has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Lessor shall be binding upon Lessor, its successors and assigns, only during their respective successive periods of ownership.

ARTICLE XXVII – MEMORANDUM OF LEASE

Neither party will record this Lease but both parties will, on demand by the other party, execute and appropriate Memorandum or Notice of this Lease in form and substance reasonably satisfactory to the Lessor, not including rental and monetary provisions, and either party may record the same at its expense. Promptly following the commencement of the Lease term, the parties will execute a document in recordable form setting forth the commencement and expiration dates of the Lease term.

ARTICLE XXVIII – COLLATERAL ASSIGNMENT OF LEASE

With reference to any assignment by the Lessor of the Lessee's interest in this Lease, or the rentals payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a first mortgage on the Lessee's estate, the Lessee agrees:

- A. That the execution thereof by the Lessor and the acceptance thereof by the holder of such mortgage, shall never be deemed and assumption by such holder of any of the obligations of the Lessor hereunder, unless such holder shall, by written notice sent to the Lessee, specifically otherwise elect; and

B. That, except as aforesaid, such holder shall be treated as having assumed the Lessor's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the premises.

ARTICLE XXIX – HOLDING OVER

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

ARTICLE XXX – QUIET ENJOYMENT

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

ARTICLE XXXI – TITLES OF ARTICLES

The titles of the articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

ARTICLE XXXII – DEFINITION OF TERMS

A. "Lease Year" as used herein shall mean each twelve (12) month period beginning with the first day of the term of this Lease, and each yearly anniversary thereof, provided the commencement of the term of this Lease is on the first day of the month. If the term of this Lease commences on any other day other than the first day of the month, then "Lease Year" shall begin on the first day of the month following the end of the month during which the term of this Lease commences. Any period prior to the "First Lease Year" or any period subsequent to the "Last Lease Year" within the term of this Lease shall be adjusted with respect to percentage rent or any other matters provided in this Lease in which the Lease Year is a factor.

- B. For the purpose of this Lease "Floor Area" shall be deemed to mean the actual number of square feet of floor space from the center of side walls to the center of side walls and from outside of front wall to outside of rear wall, except when storeroom is a corner room where the measurement is from center of side wall to outside of all floor, basements and mezzanines of the Demised Premises without deduction or exclusion for any space occupied by or used by columns, stairs or other interior construction or equipment.
- C. As used in this indenture of Lease and when required by the context, each number (singular and plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation, firm or association."

ARTICLE XXXIII – INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE XXXIV – PROVISIONS BINDING

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

ARTICLE XXXV – SECURITY DEPOSIT

The Lessee will deposit with the Lessor the sum of \$ 1,000.00 as security for the performance, by the Lessee of the terms of this Lease. Lessor may use, apply, retain the whole or any part of the security deposit to the extent required for the payment of any rent and additional rent or other sum as to which the Lessee is in default or for any sum which the Lessor may expend or may be required to expend by reason of the Lessee's default in respect of any of the terms of this Lease, including but not limited to any damages or deficiency in the reletting of the Demised Premises, or upon failure or inability to relet the same. In the event that the Lessee shall comply with all the terms of this Lease, the security shall be returned to the Lessee without interest after the date fixed as the end of the Lease and after delivery of possession of the Demised Premises to the Lessor. In the event of a sale or Lease of the Plaza of which the Demised Premises forms a part, the Lessor shall have the

right to transfer the security to the purchaser or the Lessee and the Lessor shall thereupon be released from all liability for the return of such security. The Lessee shall look solely to the new Lessor for the return of such security.

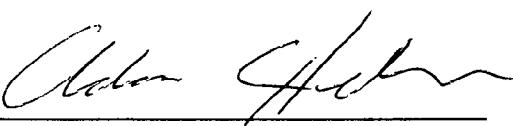
ARTICLE XXXVI – COMPLETE AGREEMENT

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

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

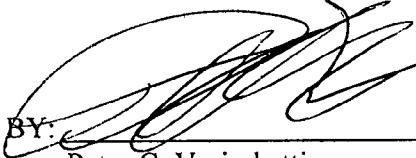
LESSOR

WITNESS:



VARISCHETTI & SONS, INC.

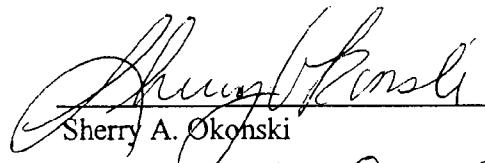
BY:


Peter C. Varischetti

LESSEE

WITNESS:

SHERRY A. OKONSKI AND
DONALD M. OKONSKI,
RAYMOND'S COFFEES AT ROSIE'S


Sherry A. Okonski
Donald M. Okonski

VARISCHETTI & SONS, INC.
 P O BOX 220
 BROCKWAY PA 15824
 8142658090

10/16/2008

ROSIE'S BOOKSHOP
 DUBOIS PLAZA UNIT #8
 DUBOIS, PA 15801

10-0000008

9/1/2007	0009202-IN	SEPT RENT	1,145.83	1,145.83
10/1/2007	0009248-IN	OCT RENT	1,145.83	1,145.83
10/4/2007	0009278-IN	RE TAX 2007	656.38	656.38
11/1/2007	0009304-IN	NOV RENT	1,145.83	1,145.83
12/1/2007	0009347-IN	DEC RENT	1,145.83	1,145.83
1/1/2008	0009384-IN	JAN RENT	1,145.83	1,145.83
2/1/2008	0009454-IN	FEB RENT	1,145.83	1,145.83
3/1/2008	0009485-IN	MAR 08 RENT	1,145.83	1,145.83
3/31/2008	0009526-IN	WINTER MAIN JAN 08	17.92	17.92
4/1/2008	0009541-IN	APRIL RENT	1,145.83	1,145.83
4/30/2008	0009576-IN	WINTER MAINT FEB 08	47.36	47.36
5/1/2008	0009593-IN	MAY RENT	1,145.83	1,145.83
6/1/2008	0009629-IN	JUNE RENT	1,145.83	1,145.83
6/10/2008	0009661-IN	WINTER MAINT MAR 08	15.36	15.36
7/1/2008	0009701-IN	JULY RENT	1,145.83	1,145.83
8/1/2008	0009742-IN	AUG RENT	1,145.83	1,145.83
9/2/2008	0009777-IN	SEPT RENT	1,145.83	1,145.83
10/1/2008	0009814-IN	OCT RENT	406.59	406.59

Current	30 Days	60 Days	90 Days	120 Days	Total:	16,039.40
406.59	1,145.83	1,145.83	1,145.83	12,195.32		16,039.40

*** THIS IS LINE ONE OF THE STANDARD MESSAGE ***

*** THIS IS LINE TWO OF THE STANDARD MESSAGE ***

Your account with us is seriously past due.

Remit today so that we may continue to serve you.

VARISCHETTI & SONS, INC.
 P O BOX 220
 BROCKWAY PA 15824
 8142658090

10/16/2008

RAYMOND'S COFFEES AT ROSIES
 UNIT #7
 DUBOIS PLAZA
 DU BOIS, PA 15801

10-0000060

9/1/2007	0009201-IN	SEPT RENT	1,375.00		
8/19/2008		Payment Ref: 1960		876.73	498.27
10/1/2007	0009247-IN	OCT RENT	1,375.00		1,375.00
10/4/2007	0009277-IN	RE TAX 2007	866.30		866.30
11/1/2007	0009303-IN	NOV RENT	1,375.00		1,375.00
12/1/2007	0009346-IN	DEC RENT	1,375.00		1,375.00
1/1/2008	0009383-IN	JAN RENT	1,375.00		1,375.00
2/1/2008	0009453-IN	FEB RENT	1,375.00		1,375.00
3/1/2008	0009484-IN	RENT MAR 08	1,375.00		1,375.00
3/31/2008	0009525-IN	WINTER MAINT JAN 08	23.60		23.60
4/1/2008	0009540-IN	APRIL RENT	1,375.00		1,375.00
4/30/2008	0009575-IN	WINTER MAINT FEB 08	62.40		62.40
5/1/2008	0009592-IN	MAY RENT	1,375.00		1,375.00
6/1/2008	0009628-IN	JUNE RENT	1,375.00		1,375.00
6/10/2008	0009660-IN	WINTER MAINT MAR 08	20.24		20.24
7/1/2008	0009700-IN	JULY RENT	1,375.00		1,375.00

Current	30 Days	60 Days	90 Days	120 Days	Total:
0.00	0.00	0.00	1,375.00	13,845.81	15,220.81

*** THIS IS LINE ONE OF THE STANDARD MESSAGE ***

*** THIS IS LINE TWO OF THE STANDARD MESSAGE ***

Your account with us is seriously past due.

Remit today so that we may continue to serve you.



VARISCHETTI & SONS, INC.

August 22, 2008

Rosie's Book Shop
Raymond's Coffees at Rosie's
Attention: Sherry Okonski
1217 East DuBois Avenue
DuBois, PA 15801

RE: Default on Leases

Dear Mrs. Okonski,

According to our records you are in default of your lease for Rosie's Book Shop (Unit #8) and also your lease for Raymond's Coffees at Rosie's (Unit #7). As of today, Rosie's Book Store has a delinquency of \$14,486.98 and Raymond's Coffees at Rosie's has a delinquency of \$15,220.81. In accordance to the leases that you signed on March 24, 2004 you have until September 9, 2008 to pay the total amount due under both leases in the amount of \$29,707.79 or vacate the premises.

The demands set forth herein are in addition to and not in lieu of any other remedies to which Varischetti & Sons, Inc. may be entitled, and Varischetti & Sons, Inc. expressly reserves its rights to exercise any and all remedies available to it at law or in equity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Varischetti Jr.'

Frank Varischetti Jr.

91 7108 2133 3935 2955 5193

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

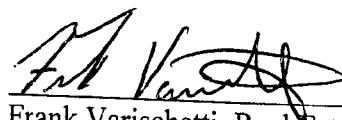
VARISCHETTI & SONS, INC., a Pennsylvania)
Corporation,)
PLAINTIFF,)) No. 08-_____ -CD
v.)
SHERRY A. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DONALD M. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DEFENDANTS.)

VERIFICATION

I, Frank Varischetti, Jr., Real Estate Manager for Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 17th day of December, 2008.

By,



Frank Varischetti, Real Estate Manager,
Varischetti & Sons, Inc., Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2422-CD

VARISCHETTI & SONS, INC.

vs
SHERRY A. OKONSKI, individual, t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a RAYMOND'S COFFEES AT ROSIES, al
COMPLAINT

SERVE BY: 01/18/2009

HEARING:

PAGE: 105080

DEFENDANT: SHERRY A. OKONSKI, ind, t/d/b/a ROSIE'S BOOK SHOPPE & t/d/b/a RAYMOND'S COFFEES AT

ROSIE'S

ADDRESS: 18 OVERDORF AVENUE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR - PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

JAN 08 2009

ATTEMPTS

12-29-08 - 12:03pm 1-5-09 - N/H SPOKE

N/H left notice w/ dog on phone

1-2-09 - 1:15pm - N/H need to call in am before service

William A. Shaw

Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 01 - 08 - 09 AT 10:25 AM SERVED THE WITHIN

COMPLAINT ON SHERRY A. OKONSKI, ind, t/d/b/a ROSIE'S BOOK SHOPPE & t/d/b/a RAYMOND'S COFFEES AT
ROSIE'S, DEFENDANT

BY HANDING TO Donald M. Okonski, Husband

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 18 Overdorf Ave., Dubois, PA 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR SHERRY A. OKONSKI, ind, t/d/b/a ROSIE'S BOOK SHOPPE & t/d/b/a RAYMOND'S COFFEES AT
ROSIE'S

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO SHERRY A. OKONSKI, ind, t/d/b/a ROSIE'S BOOK SHOPPE & t/d/b/a
RAYMOND'S COFFEES AT ROSIE'S

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Condit

Deputy Signature

Mark A. Condit

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2422-CD

VARISCHETTI & SONS, INC.

VS

SHERRY A. OKONSKI, individual, t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a RAYMOND'S COFFEES AT ROSIES, al
COMPLAINT

SERVE BY: 01/18/2009

HEARING:

PAGE: 105080

DEFENDANT: DONALD M. OKONSKI, ind. d/b/a ROSIE'S BOOK SHOPPE & t/d/b/a RAYMOND'S COFFEES AT

ROSIE'S

ADDRESS: 18 OVERDORF AVENUE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR - PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

12-29-08 - N/H.

1-2-09 - 1:15 pm - N/H

1-5-09 - 12:45 pm
N/H SPOKE w/ on Phon

5 FILED

03/50 cm
JAN 08 2009



SHERIFF'S RETURN

NOW, 01 - 08 - 09 AT 10:25 AM / PM SERVED THE WITHIN

COMPLAINT ON DONALD M. OKONSKI, ind. t/d/b/a ROSIE'S BOOK SHOPPE & t/d/b/a RAYMOND'S COFFEES AT
ROSIE'S, DEFENDANT

BY HANDING TO Donald M. Okonski, Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 18 Overdorf Ave., Dubois, PA. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR DONALD M. OKONSKI, ind. t/d/b/a ROSIE'S BOOK SHOPPE & t/d/b/a RAYMOND'S COFFEES AT
ROSIE'S

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DONALD M. OKONSKI, ind. t/d/b/a ROSIE'S BOOK SHOPPE & t/d/b/a
RAYMOND'S COFFEES AT ROSIE'S

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Conner
Deputy Signature

Mark A. Conner

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

VARISCHETTI & SONS, INC., a
Pennsylvania Corporation,

Plaintiffs,

vs.

SHERRY A. OKONSKI, an adult
Individual, t/d/b/a ROSIE'S BOOK
SHOPPE and t/d/b/a RAYMOND'S
COFFEES AT ROSIE'S, and DONALD
M. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and
RAYMOND'S COFFEES AT ROSIE'S,

Defendants.

: NO. 08-2422-CD

: Type of Case: CIVIL

: Type of Pleading: PRAECIPE FOR
ENTRY OF APPEARANCE

: Filed on behalf of: DEFENDANTS

: Counsel of Record:
CHRISTOPHER E. MOHNEY, ESQUIRE

: Supreme Court No.: 63494

: 25 EAST PARK AVENUE
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED

FEB 18 2009

5
M 31-00
William A. Shaw
Prothonotary/Clerk of Courts

No 4C

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

VARISCHETTI & SONS, INC., a	:	
Pennsylvania Corporation,	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	NO. 08-2422-CD
	:	
SHERRY A. OKONSKI, an adult	:	
Individual, t/d/b/a ROSIE'S BOOK	:	
SHOPPE and t/d/b/a RAYMOND'S	:	
COFFEES AT ROSIE'S, and DONALD	:	
M. OKONSKI, an adult individual,	:	
t/d/b/a ROSIE'S BOOK SHOPPE and	:	
RAYMOND'S COFFEES AT ROSIE'S,	:	
	:	
Defendants.	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Kindly enter the appearance of Christopher E. Mohney, Esquire, as counsel for Defendants SHERRY A. OKONSKI and DONALD M. OKONSKI, t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a RAYMOND'S COFFEES AT ROSIE'S, in the above-captioned matter.

Respectfully submitted,

By:

Christopher E. Mohney, Esquire
PA. I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

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

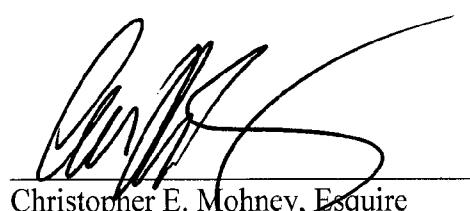
VARISCHETTI & SONS, INC., a :
Pennsylvania Corporation, :
: Plaintiffs, :
: vs. : NO. 08-2422-CD
: :
SHERRY A. OKONSKI, an adult :
Individual, t/d/b/a ROSIE'S BOOK :
SHOPPE and t/d/b/a RAYMOND'S :
COFFEES AT ROSIE'S, and DONALD :
M. OKONSKI, an adult individual, :
t/d/b/a ROSIE'S BOOK SHOPPE and :
RAYMOND'S COFFEES AT ROSIE'S, :
: Defendants. :
:

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that on this 16th day of February, 2009, I caused to be served by First Class United States Mail, postage prepaid, a true and correct copy of the foregoing Praeclipe for Entry of Appearance on the following:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

By:


Christopher E. Mohney, Esquire

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

VARISCHETTI & SONS, INC., a
Pennsylvania Corporation,

Plaintiffs,

vs.

SHERRY A. OKONSKI, an adult
Individual, t/d/b/a ROSIE'S BOOK
SHOPPE and t/d/b/a RAYMOND'S
COFFEES AT ROSIE'S, and DONALD
M. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and
RAYMOND'S COFFEES AT ROSIE'S,

Defendants.

: NO. 08-2422-CD

: Type of Case: CIVIL

: Type of Pleading: PRELIMINARY
OBJECTIONS

: Filed on behalf of: DEFENDANTS

: Counsel of Record:
CHRISTOPHER E. MOHNEY,
ESQUIRE

: Supreme Court No.: 63494

: 25 EAST PARK AVENUE
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED

MAR 04 2009

m/121056
William A. Shaw
Prothonotary/Clerk of Courts

No C/C

6a

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

VARISCHETTI & SONS, INC., a :
Pennsylvania Corporation, :
: Plaintiffs, :
: vs. : NO. 08-2422-CD
: :
SHERRY A. OKONSKI, an adult :
Individual, t/d/b/a ROSIE'S BOOK :
SHOPPE and t/d/b/a RAYMOND'S :
COFFEES AT ROSIE'S, and DONALD :
M. OKONSKI, an adult individual, :
t/d/b/a ROSIE'S BOOK SHOPPE and :
RAYMOND'S COFFEES AT ROSIE'S, :
: Defendants. :

PRELIMINARY OBJECTIONS

AND NOW, comes Defendants, by their undersigned counsel, who preliminarily object to Plaintiff's complaint as follows:

COUNT I – MOTION TO STRIKE PURSUANT TO
Pa.R.C.P. 1028(a)(2)

1. Plaintiff filed a Civil Complaint on December 19, 2008.
2. The verification to plaintiff's complaint was not made by one of the officers of plaintiff, which is represented as being a Pennsylvania Corporation.
3. The verification does not state the reason why the verification is not or could not be taken by an officer of the corporation.
4. Pursuant to Pa.R.C.P. 1028(a)(2), a party may preliminarily object by way of a motion to strike off a pleading because of lack of conformity to rule of court.

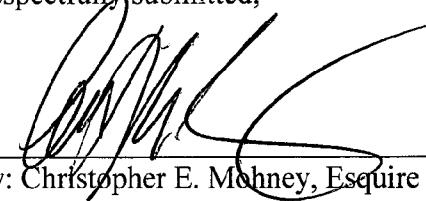
5. Pa.R.C.P. 1024(c) requires that a verification be made by one or more of the parties filing the pleading, except in specified instances (neither of which is stated as being present in the instant case).

6. The verification to plaintiff's complaint is defective.

7. The verification being defective, plaintiff's complaint is not properly verified as required of a pleading under rule 1024(a), and must be stricken.

WHEREFORE, Defendants respectfully request that plaintiff's complaint be stricken.

Respectfully submitted,



By: Christopher E. Mohney, Esquire
PA. I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

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

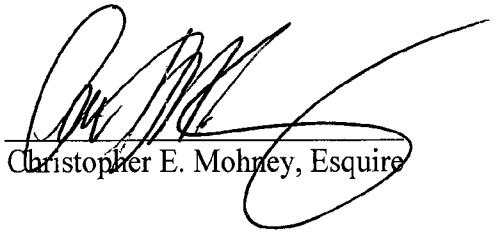
VARISCHETTI & SONS, INC., a :
Pennsylvania Corporation, :
: Plaintiffs, :
: vs. : NO. 08-2422-CD
: :
SHERRY A. OKONSKI, an adult :
Individual, t/d/b/a ROSIE'S BOOK :
SHOPPE and t/d/b/a RAYMOND'S :
COFFEES AT ROSIE'S, and DONALD :
M. OKONSKI, an adult individual, :
t/d/b/a ROSIE'S BOOK SHOPPE and :
RAYMOND'S COFFEES AT ROSIE'S, :
: Defendants. :

CERTIFICATE OF SERVICE

I, CHRISTOPHER E. MOHNEY, ESQUIRE, do hereby certify that on this 3rd day of March 2009, I caused to be served by First Class United States Mail, postage pre-paid, a true and correct copy of the foregoing Preliminary Objection on the following:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

By:


Christopher E. Mohney, Esquire

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

VARISCHETTI & SONS, INC., a Pennsylvania
Corporation, :

PLAINTIFF, :

v. No. 08-2422-CD

SHERRY A. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a
RAYMOND'S COFFEES AT ROSIE'S, and
DONALD M. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a
RAYMOND'S COFFEES AT ROSIE'S, and

DEFENDANTS. :

Type of Pleading:

**FIRST AMENDED
CIVIL COMPLAINT**

Filed By:

PLAINTIFF

Counsel of Record:

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

FILED NOCC
M 12 47 62
MAR 16 2009 (60)

William A. Shaw
Prothonotary/Clerk of Courts

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

VARISCHETTI & SONS, INC., a Pennsylvania)
Corporation,)
)
PLAINTIFF,)) No. 08- 2422 -CD
)
v.)
)
SHERRY A. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DONALD M. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
)
DEFENDANTS.)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

VARISCHETTI & SONS, INC., a Pennsylvania)
Corporation,)
PLAINTIFF,)
v.) No. 08- 2422 -CD
SHERRY A. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DONALD M. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DEFENDANTS.)

FIRST AMENDED CIVIL COMPLAINT

**NOW COMES, the Plaintiff, Varischetti & Sons, Inc., by and through its counsel
of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows
in support of its FIRST AMENDED CIVIL COMPLAINT:**

The Parties

1. That Plaintiff is Varischetti & Sons, Inc., sometimes hereinafter "VSI", a duly formed and existing corporation under the laws of Pennsylvania, with an address of Rt. 219 North, Brockway, Jefferson County, Pennsylvania 15824, and mailing address of P.O. Box 220, Brockway, PA 15824
2. That first defendant is Sherry A. Okonski, an adult individual, with an address, upon information and belief, of 18 Overdorf Avenue, DuBois, Clearfield County, Pennsylvania 15801.

3. That second defendant is Donald M. Okonski, an adult individual, with an address, upon information and belief, of 18 Overdorf Avenue, DuBois, Clearfield County, Pennsylvania 15801.

4. That upon information and belief, first and second defendants are husband and wife, residing together as such, at the aforementioned address.

Background

5. That defendants own and operate two business, as a partnership, known as "Rosie's Book Shoppe" and "Raymond's Coffees at Rosie's".

6. That Plaintiff, hereinafter "VSI", owns a commercial plaza, known as "The DuBois Area Plaza", located on East DuBois Avenue, also being Route 255, in DuBois, Clearfield County, Pennsylvania.

7. On April 1, 2004, Defendants agreed to lease from VSI a premises at said Plaza for the purpose of engaging in the business known as "Rosie's Book Shoppe, under certain terms and conditions as contained in a lease, a true and correct copy of which is attached hereto as Exhibit "A".

8. On April 4, 2004, Defendants also agreed to lease from VSI an adjacent premises at said Plaza for the purpose of engaging in another business known as "Raymond's Coffees at Rosie's", under certain terms and conditions as contained in another lease, a true and correct copy of which is attached hereto as Exhibit "B".

9. That the rent on a monthly basis was \$1,145.83 for "Rosie's Book Shoppe", and \$1,375.00 for "Raymond's Coffees". See Article III of Exhibits "A" and "B".

10. In addition to the monthly rent, Defendants also agreed to pay additional charges as

rent which included their pro rata share of real estate taxes, based upon their rented space, in the event taxes on the entire plaza exceeded \$20,000 per year, (See Article VIII(A)), as well as their share of winter maintenance (See Article VIII(D)).

11. That upon agreement of the parties, the defendants were permitted to close “Raymond Coffees at Rosie’s” in August of 2008, which included selling at auction some of its property and applying some of those proceeds to its rental obligations, thus terminating the continued rental obligation of the lease for “Raymond’s Coffees” as of that time.

12. However, defendants remained obligated to the lease for “Rosie’s Book Shoppe” and remained in the premises up to and including approximately November 15, 2008, at which time they vacated the premises upon request from VSI.

**Count I: Plaintiff v. Both Defendants;
Breach of Contract**

13. That the averments of paragraphs 1 - 12, inclusive, are hereby incorporated as if again fully set forth at length.

14. That for “Raymond’s Coffees at Rosie’s”, the defendants owe back rent of eleven (11) full months for the months of September, 2007 through and including July, 2008, excepting a partial payment made in August, 2008 in the amount of \$876.73, which was applied to rent of September, 2007; plus real estate taxes of \$1,360.58 for real estate taxes in 2007 and 2008; and winter maintenance charges of \$106.24, for a total due but not paid of \$15,715.09.

15. That for “Rosie’s Book Shoppe”, the defendants owe back rent of fourteen and one-half months (14.5), for the months of September, 2007 through and including November

15, 2008; plus real estate taxes of \$1,244.89 for 2007 and 2008 real estate taxes; and winter maintenance charges of \$80.64, for a total due but not paid of \$17,940.07.

16. That in addition to the aforementioned charges, defendants also agreed that in the event they defaulted on their rental obligations, they would also be responsible for additional rent for the remainder of the lease or until a replacement tenant had been located. See clauses XXII(D) & (E).

17. That VSI has been able to secure such new tenant, commencing January 1, 2009, which obligates defendants per their lease for "Rosie's Book Shoppe" for an additional sum of \$1,718.74 for the additional month and a half rent for the period of their vacating the premises until the new tenancy.

18. That VSI is also entitled, pursuant to Article XXII(E), for all costs incurred in the releasing of the premises, which shall be determined at time of trial.

19. That defendants tendered a security deposit of \$500, which differed from the lease but was accepted by VSI, which should be offset against their liabilities as herein set forth.

20. That pursuant to Article XXII(F), defendants are also liable to VSI for its reasonable attorney's fees and costs incurred in prosecution and collection of their obligations, all of which will be determined at time of trial.

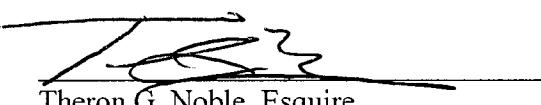
21. That the liabilities of defendants are joint and several.

22. That venue is proper.

23. That jurisdiction is proper.

**WHEREFORE, Plaintiff requests JUDGMENT be entered in its favor and
against each Defendant, jointly and severally, together with interest and costs of
prosecution, reasonable attorney's fees and reasonable expenditures in securing a
new tenant, in an amount to be determined but in excess of Twenty Thousand
Dollars (\$20,000).**

Respectfully Submitted,



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

DUBOIS AREA

PLAZA

LEASE AGREEMENT

Exhibit "A"

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LEASE OF DUBOIS AREA PLAZA

THIS LEASE, made this 24th day of March, 2004, by and between **VARISCHETTI & SONS, INC.** of P.O. Box 220, Brockway, Pennsylvania, hereinafter called "LESSOR"

A
N
D

NAME: Sherry A. Okonski and Donald M. Okonski
d/b/a Rosie's Book Shop

ADDRESS: 18 Overdorf Ave. Dubois, Pa 15801
"Lessee"

WITNESSETH:

WHEREAS, the parties hereto have discussed leasing of a portion of the premises known as the "DUBOIS AREA PLAZA" and desire to have a Lease arrangement on the same, and the parties agree as follows:

ARTICLE I – DEMISED PREMISES

The LESSOR hereby Leases to the LESSEE and the LESSEE hereby Leases from the LESSOR, the following described premises, hereinafter called "Demised Premises," situate in The DUBOIS AREA PLAZA, on East DuBois Avenue, also known as Route 255, DuBois, Clearfield County, Pennsylvania being as follows:

A space having a width of approximately 25 feet, and an approximate depth of 50 feet, comprising approximately 1,250 square feet, and being more commonly referred to as Unit 8 of the DuBois Area Plaza.

ARTICLE II – TERM OF LEASE

The initial term of this Lease shall be for a period of 5 years commencing on the 1st day of April, 2004, hereinafter referred to as the "Commencement Date."

ARTICLE III – RENT

Beginning with the Commencement Date and throughout the term, Lessee shall pay a base rent as follows:

<u>Years</u>	<u>Total Monthly Rent</u>	<u>Total Annual Rent</u>
5	\$1,145.83	\$13,750.00

ARTICLE IV - OPTIONS TO EXTEND

Lessor hereby grants to Lessee the option to extend this Lease for up to 1 successive period of 5 years at an annual rent of \$ 14,062.50, being \$ 1,171.88 per month. If Lessee decides to exercise an option to extend, Lessee shall notify Lessor in writing of such exercise at least One Hundred Eighty (180) days in advance of the commencement date of the applicable extension period. If Lessee fails to give such written notification to Lessor, then this Lease shall automatically terminate at the end of its initial term.

ARTICLE V – TERMS OF PAYMENT OF RENT

Lessee shall pay and hereby agrees to pay Lessor without any prior demand therefore, and without any deductions or set-off, the annual rent specified in Article III of this Lease in equal monthly installments, in advance, on the first day of each calendar month. If the term of this Lease shall commence upon a day other than the first day of a calendar month, Lessee shall pay, upon commencement date of the term, a pro-rata portion of the fixed monthly rent described above, prorated on a per diem basis with respect to the fractional calendar month preceding the commencement of the first Lease year hereof.

ARTICLE VI – RENOVATION PRIOR TO POSSESSION

Lessee covenants and agrees not to make or permit any renovation work to begin at the Demised Premises or any part thereof, except by and with the written consent of Lessor, and with the prior submission of plans for the proposed renovation work. All renovation work to be made to said premises prior to possession shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or other expiration of this Lease in as good and condition as they were when installed, reasonable wear and tear expected. In the event of making such renovations, as herein provided, Lessee agrees to bear any and all costs and to indemnify and save harmless the Lessor from all expense, liens, claims, or damages to either persons or property arising out of, or resulting from the undertaking or making of said renovations prior to possession.

ARTICLE VII – SIGNS

Lessee may erect illuminated signs as approved in writing by Lessor on the exterior of the Demised Premises and agrees to maintain said signs in good state of repair and save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. All signs shall be approved in writing by Lessor and all local municipal governing bodies; Lessee shall bear full responsibility for obtaining such municipal approval at its sole cost and expense. Upon vacating the storeroom, the Lessee agrees to remove all signs and repair all damage caused by such removal.

ARTICLE VIII – ADDITIONAL CHARGES

- A. During the term of this Lease, the Lessee agrees to pay as additional rent a proportional share of real estate taxes in the event the total real estate taxes would exceed \$20,000, this to be based on a square footage basis of the entire Plaza. Additional rent shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of an invoice for the additional real estate tax rent, along with a copy of the paid real estate tax receipts and a computation of Lessee's proportional share.
- B. Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Lessee to Lessor, either by way of substitution for or in addition to any existing tax on land and way of substitution for or in addition to any existing tax on land and buildings or otherwise, tenants agree that this Lease may be terminated at the end of the then existing term, in order that any proper adjustments can be made, or, in the alternative, the tenants agree to adjust their rent in order to include any such taxes, excise and/or assessment, which amount shall be done on a proportional share basis, square footage, including all of the area involved in the DUBOIS AREA PLAZA. Lessee shall have the option of terminating or canceling this Lease at the end of the then existing term should the Lessor desire to exercise this option regarding any such additional taxes or assessments.
- C. Any business and occupational taxes levied on rentals received by Lessor from Lessee, which taxes are levied by any state or local government unit or authority, and whether levied against Lessor or Lessee, shall be paid by Lessee.
- D. Contribution to Maintenance and Control of Common Areas: Lessee agrees to pay to Lessor his proportional share of the cost of snow removal, paving, restriping, and patching of the parking lot of the common area of the Plaza based on its front footage. Said proportional share of the cost of said snow removal, etc. shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of its

proportional share of the cost of the said snow removal and paving, restriping, and patching of the parking lot.

E. Insurance: Lessor agrees to maintain: (1) Comprehensive General Liability Insurance relating to the Demised Premises and its areas on an occurrence basis in the minimum amount of \$1,000,000.00; (2) Fire and extended coverage, vandalism, ,malicious mischief and special extended coverage insurance to the extent of the replacement value of the Plaza buildings with the option of taking advantage of co-insurance to the extent of eighty percent (80%) or ninety percent (90%) thereof. Lessee shall pay to Lessor as additional rent a proportional share of Lessor's insurance premiums in the event the total insurance premiums would exceed \$2,500, this is based on a square footage basis of the entire Plaza. This additional rent shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of a invoice for the additional insurance rent along with a computation of Lessee's proportional share.

ARTICLE IX – TAXES UPON LESSEE'S FIXTURES

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

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

ARTICLE X – USE OF PREMISES AND LESSEE COVENANTS

A. The Demised Premises shall be occupied and used solely for the purposes of A Book Store.

B. Lessee covenants and agrees that the Demised Premises shall not be abandoned or left vacant and shall be used and occupied as follows:

1. To keep the Demised Premises continuously and uninterruptedly open for business during a normal business day, and to keep the same, including display windows fully illuminated from dusk to the end of each business day, unless prevented from doing so by strikes, fire, casualty or other causes beyond Lessee's control.
2. To conduct no auction, fire or bankruptcy sales nor to operate therein a so-called "discount house," Army, Navy store or government "surplus" store without written consent of Lessor.

3. To display no merchandise outside the Demised Premises nor in any way obstruct the sidewalks adjacent thereto and shall not burn or place garbage, rubbish, trash, merchandise containers or other incidentals to the business outside the Demised Premises. In the event Lessee places merchandise, rubbish and refuse outside the Demised Premises, Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor upon demand.
4. To load or unload all merchandise, supplies, fixtures, equipment and furniture and to cause the collection of rubbish only as directed by Lessor. No regular deliveries of any kind shall be made through the front entrance, and Lessee will use discretion on special deliveries that might occur at the front entrance.
5. To keep the Demised Premises in a careful, safe, and proper manner; to keep the outside areas adjoining the Demised Premises clean of snow, ice and debris and to keep any adjacent sidewalks, shopping cart ramps, halls, malls or arcades in a clean, safe and healthy condition.
6. To prevent the Demised Premises from being used in any way which will injure the reputation of the same or of the building of which it is a part or may be a nuisance, annoyance, inconvenience or damage to the other tenants of such building or of the neighborhood, including without liability the generality of the foregoing, noise by the playing of any musical instruments or radio or television or the use of a microphone, loud speaker, electrical equipment or other equipment outside of the Demised Premises.
7. To abide by all reasonable rules and regulations established by Lessor, from time to time, with respect to the common areas, facilities, improvements and sidewalks.
8. To store all garbage, rubbish and trash in a proper container, depending upon the type of regular commercial container available from the collector, or equivalent metal container.

C. Upon the commencement of the term of this Lease, Lessee shall proceed with due dispatch and diligence to open for business on the Demised Premises, in a high grade and reputable manner maintaining in the Demised Premises a trained staff of employees and sufficient stock of merchandise to operate the business, during business hours throughout the term of this Lease unless prevented from so doing by fire, strikes, or other contingencies beyond the control of Lessee.

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

ARTICLE XI – ALTERATIONS

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

ARTICLE XII – MAINTENANCE OF DEMISED PREMISES

A. Lessor covenants and agrees to keep and maintain the roof and other exterior portions of the Demised Premises exclusive of doors, door checks and windows, and to make any structural repairs in the interior of the Demised Premises, except for reasonable wear and tear and any damage thereof caused by any act or negligence of Lessee, its employees, agents, invitees, licensees or contractors, in which event such damage shall be promptly repaired at the sole cost and expense of Lessee. Other than as herein provided Lessor shall not be responsible to make any other improvements or repairs of any kind, in or upon the Demised Premises.

B. Lessee covenants and agrees to keep and maintain in good order, condition and repair or replace the Demised Premises and every part thereof, except as hereinbefore

provided, including but not without limitation the exterior and interior portions of all doors, door checks, windows, plate glass, all plumbing and sewage facilities within the Demised Premises including free flow up to the main sewer line, fixtures, heating, air conditioning and electrical equipment, (including replacement thereof or of parts thereof), interior walls, floors and ceilings, including compliance with applicable building codes relative to fire extinguisher and to maintain lighting fixtures beneath the canopy, if any. If Lessee refuses or neglects to commence or complete such replacement or repairs promptly and adequately, Lessor may, but shall not be required to do so, make or complete said repairs and/or replacement and Lessee shall pay the cost thereof to Lessor, upon demand.

ARTICLE XIII – MAINTENANCE AND CONTROL OF COMMON AREAS

- A. Lessor covenants and agrees that during the term of this Lease, or renewal or extension thereof, to provide parking areas, approaches, exits, entrances, malls or roadways, hereinafter referred to as "Common Areas" for the non-exclusive use of Lessee, its agents, employees or customers while such customers are shopping in the Demised Premises or in any portion of the Plaza and to maintain the same in good repair, reasonably clear of snow, and lighted from dusk to the end of each business day.
- B. Lessor shall have the right to close any or all portions of the parking area or areas to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary, all or any part of the parking area or areas in order to discourage non-customer parking. All space, areas and facilities in the Plaza not within the Demised Premises, which Lessee may be permitted to use and/or occupy, are to be used and/or occupied under a revocable license, and if such license be revoked, or if the amount of such space, areas and/or facilities be diminished, this Lease shall remain in full force and effect and Lessor be entitled to any compensation or diminution of rent, nor shall revocation or diminution be deemed constructive or actual eviction. Common areas shall be governed by the rules and regulations of the said Plaza, and Lessor may, from time to time, change and adopt the said rules, and must then inform the Lessee of any such changes, additions, alterations or improvements in and to such common areas, provided that there shall be no unreasonable obstruction of Lessee's right of access to the Demised Premises.
- C. Lessee covenants and agrees to cause it and its employees to park only in such places and designated by Lessor for employee parking. If parking areas are provided in the rear of the Demised Premises, the Lessee shall cause it and its employees to park in such areas.

ARTICLE XIV – UTILITIES

Lessee shall be solely responsible for and promptly pay all charges for heat, water, sewer rentals, fire service charges in the sprinkler system, gas, electricity or any other utility used or consumed in the Leased premises. Should Lessor elect to supply the water, gas, heat, electricity or any other utility used or consumed in the Leased premises, Lessee agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Lessor with the proper regulatory authority. If there is more than one user on a common meter, Lessee shall pay its proportionate share of such utility use as determined by Lessor. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Leased premises, unless the said Lessor agrees to maintain the said sprinkler system, of which liability could then occur.

ARTICLE XV – DESTRUCTION BY FIRE OR CASUALTY

- A. If the Demised Premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage insurance, Lessor shall have the option to rebuild or of terminating this Lease.
- B. In the event of total destruction of the Demised Premises as above mentioned, Lessee's rent shall completely abate from the date of such destruction until possession of the rebuilt premises is delivered to Lessee, but in the event of a partial destruction or damage whereby Lessee shall be deprived of the occupancy of only a portion of said premises, then minimum rent shall be equitably apportioned according to the area of the Demised Premises which is unusable by Lessee until such time as the Demised Premises shall be repaired or restored.

ARTICLE XVI – LESSEE'S PROPERTY IN THE DEMISED PROPERTY

- A. All light fixtures, heating units or air conditioning equipment provided by Lessee or any other so-called "trade fixtures" shall at once when furnished or installed by deemed to have attached to the freehold and to have become the property of Lessor. At the expiration of the term hereof, Lessee may remove all such property, provided such removal will not result in costly injury to, or undue defacement of the Demised Premises, and provided further all rents stipulated herein are paid in full and Lessee is not otherwise in default hereunder, and that any and all damage to the Demised Premises resulting from or caused by such removal shall be promptly repaired at Lessee's expense.
- B. All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or less suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing or leaking of sewer or stream pipes of

from the heating or plumbing fixtures or from electric wires or from gas or odors caused in any manner whatsoever except as may result from and be caused by the negligence of Lessor or its agents or employees.

ARTICLE XVII – ACCESS TO DEMISED PREMISES

- A. Lessee agrees to permit Lessor or Lessor's Agents to inspect or examine the Demised Premises at any reasonable time and to permit Lessor to make such repairs, decorations, alteration, improvements or additions in the Demised Premises or to the building of which the Demised Premises is a part, that Lessor may deem desirable or necessary for its preservations or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no way abate while such decorations, repairs, alterations, improvements or addition are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.
- B. Lessor shall also have the right to enter upon the Demised Premises for a period commencing sixty (60) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in, or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE XVIII – SURRENDER OF DEMISED PREMISES

- A. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted. The provisions of this paragraph shall operate as Lessor's waiver of claim or recourse against Lessee for any damage to the Demised Premises resulting from the negligence of Lessee, its agents or employees only to the extent that Lessor is able to obtain, at no extra cost, waiver of right of subrogation endorsement to its insurance policies. Acceptance of delivery of the Demised Premises or opening same for business shall be deemed conclusive evidence that the Demised Premises were in good order and condition at the commencement of the term of this Lease.
- B. Lessee shall at Lessee's expense remove all property of Lessee and all alterations, additions and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed and as to which Lessor shall have not made said election, shall be deemed to have been

ARTICLE XX – ASSIGNMENT AND SUBLetting

- A. Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other person to occupy same without the written consent of the Lessor first hand, references elsewhere herein to assignees notwithstanding. Lessor shall not unreasonably withhold such consent. Any such assignment or subletting, even with the consent of Lessor, shall not relieve Lessee from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises. The purpose of restricting assignment and subletting is to protect the interest of all tenants to the Plaza, and should Lessor determine that it would be detrimental to any of the existing businesses to allow such an assignment or subletting, the Lessor shall have the discretion in which to accept or deny any such assignment or subletting. Should the Lessee go out of business, Lessor may decide whether or not a subletting to any successor owner will be permitted. Should Lessee become deceased, the estate of the decedent shall not automatically become a successor to the within Lease.
- B. If Lessee is a corporation, then any transfer of this Lease from Lessee by merger, consolidation or liquidation, or any change in ownership or power to vote of a majority of its outstanding voting stock shall constitute an assignment for the purpose of this Lease and shall require the written consent of Lessor.
- C. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Lessor first having been obtained.

ARTICLE XXI – EMINENT DOMAIN

In the event the Demised Premises or any part hereof shall be taken or condemned for any public purpose, it is understood that the Lessor shall be entitled to its damage, and that the Lessee reserves any rights for damages to the business of the Lessee that it may have under any such taking. Should the taking involve a minor portion of the said property, Lessee waives any right to damages that would affect the business operations of the said Lessee, but is expressly understood that the Lessee is in no way waiving any rights to damage for eminent domain that it might have as a tenant to the property and as to how the same affects its business.

ARTICLE XXII – DEFAULT BY LESSEE

Any of the events listed below shall be an Event of Default:

- A. Lessee's violation or failure to perform or observe any covenant, obligation or provision contained in this Lease shall be considered an event of default by the Lessee.
- B. Lessor shall give Lessee written notice of any default by Lessee under this Lease. If Lessor notifies Lessee of a monetary default, Lessee shall have ten (10) business days after Lessee's receipt of Lessor's default notice to cure such default. If Lessor notifies Lessee of a non-monetary default, Lessee shall have thirty (30) days, (unless such default cannot reasonably be cured within thirty (30) days, in which case Lessee shall have as much time to cure such default as is necessary provided Lessee promptly commences and diligently pursues such cure). If Lessee fails to cure any default within the applicable cure period, then Lessor shall be entitled to all remedies available at law or in equity, in addition to the remedies provided for in this Lease.
- C. If an Event of Default shall have occurred and be continuing, Lessor may do either or both of the following: (1) Lessor may terminate this Lease upon giving written notice of termination to Lessee; or (2) Lessor may enter and repossess the Leased premises by force, summary proceedings, ejectment, or otherwise, and may remove Lessee and all other persons and property from the Leased premises.
- D. After repossessing the Leased premises as provided in this Article XXII, whether or not this Lease has been terminated, Lessor shall have the right, but not the obligation, to attempt to relet the Leased premises for the account of Lessee in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have been the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as Lessor, in its sole discretion, may determine, and may collect and receive the rent therefor. Any rent received shall be applied against Lessee's obligations under this Lease, but Lessor shall not be responsible or liable for any failure to collect any rent due upon any such reletting.
- E. Neither the termination of this Lease nor the repossession of the Leased premises by Lessor under this Article XXII shall relieve Lessee of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. If such termination or repossession occurs, whether or not the Leased premises shall have been relet, Lessee shall pay to Lessor the rent and other sums and charges to be paid by Lessee up to the time of such termination or repossession, and thereafter Lessee, until the end of what would have been the term of this Lease in the absence of such termination or repossession, shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default, the equivalent of the amount of the minimum rent and other sums and charges which would be payable under this Lease by Lessee if this Lease were still in effect, less the net proceeds, if any, of any reletting done under this Article XXII after deducting all of Lessor's expenses as to such reletting, including without limitation all repossession costs, brokerage and

management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting.

- F. In addition to all other remedies of Lessor, Lessor shall be entitled to reimbursement upon demand of all reasonable attorneys' fees, court costs and costs of investigation incurred by Lessor with respect to an Event of Default or enforcement by Lessor of its remedies therefor.
- G. The rights, options, powers, and remedies of Lessor under this Lease shall be cumulative and in addition to any other rights given to Lessor by law. The exercise by Lessor of any right, option, power, or remedy shall not impair Lessor's right to any other rights, options, powers, or remedies. The passage of time after the occurrence of an Event of Default shall not limit Lessor's rights, options, powers or remedies.

ARTICLE XXIII – BANKRUPTCY OR INSOLVENCY

If at any time prior to the date herein fixed as the commencement of the term of this Lease or at any time thereafter there shall be filed by or against Lessee or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or the property of any guarantor of this Lease, or if Lessee makes application to creditors to settle or compound or extend the time for payment of Lessee's obligation, or if any execution or attachment shall be levied upon any of the Lessee's property or the Demised Premises are taken or occupied or attempted to be taken or occupied by someone other than the Lessee, then this Lease shall at the Lessor's option be canceled and terminated and in which event, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of any order of any Court shall be entitled to possession of the Demised Premises.

ARTICLE XXIV – DEFAULT BY LESSOR

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

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

ARTICLE XXV – ESTOPPEL CERTIFICATE BY LESSEE

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

ARTICLE XXVI – TERM “LESSOR”

The term “Lessor” as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner (or Lessee of the ground or underlying Lease of which this Lease is a sublease) for the time being of the Plaza buildings and the land on which they stand. If the Plaza or the ground or underlying Lease, be sold or transferred, the seller (or assignor of the ground or underlying Lease of which this Lease is a sublease) shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale (or the subLessee or assignee of the ground or underlying Lease as aforesaid) has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Lessor shall be binding upon Lessor, its successors and assigns, only during their respective successive periods of ownership.

ARTICLE XXVII – MEMORANDUM OF LEASE

Neither party will record this Lease but both parties will, on demand by the other party, execute and appropriate Memorandum or Notice of this Lease in form and substance reasonably satisfactory to the Lessor, not including rental and monetary provisions, and either party may record the same at its expense. Promptly following the commencement of the Lease term, the parties will execute a document in recordable form setting forth the commencement and expiration dates of the Lease term.

ARTICLE XXVIII – COLLATERAL ASSIGNMENT OF LEASE

With reference to any assignment by the Lessor of the Lessee's interest in this Lease, or the rentals payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a first mortgage on the Lessee's estate, the Lessee agrees:

- A. That the execution thereof by the Lessor and the acceptance thereof by the holder of such mortgage, shall never be deemed and assumption by such holder of any of the obligations of the Lessor hereunder, unless such holder shall, by written notice sent to the Lessee, specifically otherwise elect; and

B. That, except as aforesaid, such holder shall be treated as having assumed the Lessor's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the premises.

ARTICLE XXIX – HOLDING OVER

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

ARTICLE XXX – QUIET ENJOYMENT

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

ARTICLE XXXI – TITLES OF ARTICLES

The titles of the articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

ARTICLE XXXII – DEFINITION OF TERMS

A. "Lease Year" as used herein shall mean each twelve (12) month period beginning with the first day of the term of this Lease, and each yearly anniversary thereof, provided the commencement of the term of this Lease is on the first day of the month. If the term of this Lease commences on any other day other than the first day of the month, then "Lease Year" shall begin on the first day of the month following the end of the month during which the term of this Lease commences. Any period prior to the "First Lease Year" or any period subsequent to the "Last Lease Year" within the term of this Lease shall be adjusted with respect to percentage rent or any other matters provided in this Lease in which the Lease Year is a factor.

- B. For the purpose of this Lease "Floor Area" shall be deemed to mean the actual number of square feet of floor space from the center of side walls to the center of side walls and from outside of front wall to outside of rear wall, except when storeroom is a corner room where the measurement is from center of side wall to outside of all floor, basements and mezzanines of the Demised Premises without deduction or exclusion for any space occupied by or used by columns, stairs or other interior construction or equipment.
- C. As used in this indenture of Lease and when required by the context, each number (singular and plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation, firm or association."

ARTICLE XXXIII – INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE XXXIV – PROVISIONS BINDING

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

ARTICLE XXXV – SECURITY DEPOSIT

The Lessee will deposit with the Lessor the sum of \$ 1,000.00 as security for the performance, by the Lessee of the terms of this Lease. Lessor may use, apply, retain the whole or any part of the security deposit to the extent required for the payment of any rent and additional rent or other sum as to which the Lessee is in default or for any sum which the Lessor may expend or may be required to expend by reason of the Lessee's default in respect of any of the terms of this Lease, including but not limited to any damages or deficiency in the reletting of the Demised Premises, or upon failure or inability to relet the same. In the event that the Lessee shall comply with all the terms of this Lease, the security shall be returned to the Lessee without interest after the date fixed as the end of the Lease and after delivery of possession of the Demised Premises to the Lessor. In the event of a sale or Lease of the Plaza of which the Demised Premises forms a part, the Lessor shall have the

right to transfer the security to the purchaser or the Lessee and the Lessor shall thereupon be released from all liability for the return of such security. The Lessee shall look solely to the new Lessor for the return of such security.

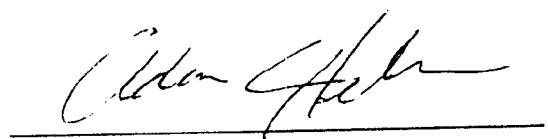
ARTICLE XXXVI – COMPLETE AGREEMENT

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

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

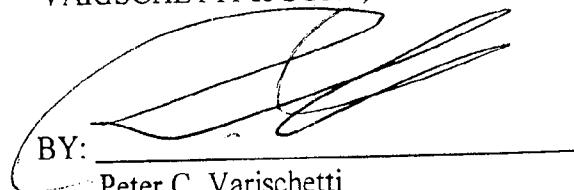
LESSOR

WITNESS:



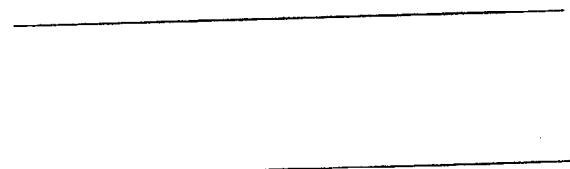
VARISCHETTI & SONS, INC.

BY:


Peter C. Varischetti

LESSEE

WITNESS:



SHERRY A. OKONSKI AND
DONALD M. OKONSKI,
d/b/a ROSIE'S BOOK SHOP

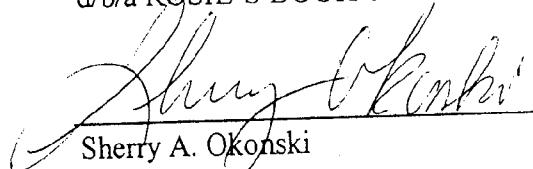

Sherry A. Okonski
Donald M. Okonski

Exhibit "B"

DUBOIS AREA

PLAZA

LEASE AGREEMENT

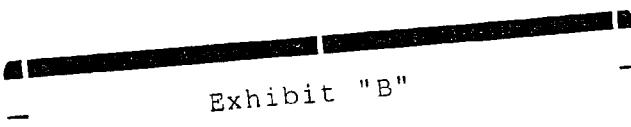
Exhibit "B"

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LEASE OF DUBOIS AREA PLAZA

THIS LEASE, made this 24th day of March, 2004, by and between VARISCHETTI & SONS, INC. of P.O. Box 220, Brockway, Pennsylvania, hereinafter called "LESSOR"

A
N
D

NAME: Sherry A. Okonski and Donald M. Okonski
Rosie's Book Shop, d/b/a Raymond's Coffees at Rosie's

ADDRESS: 18 Overdorf Ave. Dubois, Pa 15801
"Lessee"

WITNESSETH:

WHEREAS, the parties hereto have discussed leasing of a portion of the premises known as the "DUBOIS AREA PLAZA" and desire to have a Lease arrangement on the same, and the parties agree as follows:

ARTICLE I – DEMISED PREMISES

The LESSOR hereby Leases to the LESSEE and the LESSEE hereby Leases from the LESSOR, the following described premises, hereinafter called "Demised Premises," situate in The DUBOIS AREA PLAZA, on East DuBois Avenue, also known as Route 255, DuBois, Clearfield County, Pennsylvania being as follows:

A space having a width of approximately 33 feet, and an approximate depth of 50 feet, comprising approximately 1,650 square feet, and being more commonly referred to as Unit 7 of the DuBois Area Plaza.

ARTICLE II – TERM OF LEASE

The initial term of this Lease shall be for a period of 5 years commencing on the 1st day of April, 2004, hereinafter referred to as the "Commencement Date."

ARTICLE III – RENT

Beginning with the Commencement Date and throughout the term, Lessee shall pay a base rent as follows:

<u>Years</u>	<u>Total Monthly Rent</u>	<u>Total Annual Rent</u>
5	\$1,375.00	\$16,500.00

ARTICLE IV - OPTIONS TO EXTEND

Lessor hereby grants to Lessee the option to extend this Lease for up to 1 successive period of 5 years at an annual rent of \$ 17,325.00, being \$ 1,443.75 per month. If Lessee decides to exercise an option to extend, Lessee shall notify Lessor in writing of such exercise at least One Hundred Eighty (180) days in advance of the commencement date of the applicable extension period. If Lessee fails to give such written notification to Lessor, then this Lease shall automatically terminate at the end of its initial term.

ARTICLE V – TERMS OF PAYMENT OF RENT

Lessee shall pay and hereby agrees to pay Lessor without any prior demand therefore, and without any deductions or set-off, the annual rent specified in Article III of this Lease in equal monthly installments, in advance, on the first day of each calendar month. If the term of this Lease shall commence upon a day other than the first day of a calendar month, Lessee shall pay, upon commencement date of the term, a pro-rata portion of the fixed monthly rent described above, prorated on a per diem basis with respect to the fractional calendar month preceding the commencement of the first Lease year hereof.

ARTICLE VI – RENOVATION PRIOR TO POSSESSION

Lessee covenants and agrees not to make or permit any renovation work to begin at the Demised Premises or any part thereof, except by and with the written consent of Lessor, and with the prior submission of plans for the proposed renovation work. All renovation work to be made to said premises prior to possession shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or other expiration of this Lease in as good and condition as they were when installed, reasonable wear and tear expected. In the event of making such renovations, as herein provided, Lessee agrees to bear any and all costs and to indemnify and save harmless the Lessor from all expense, liens, claims, or damages to either persons or property arising out of, or resulting from the undertaking or making of said renovations prior to possession.

ARTICLE VII – SIGNS

Lessee may erect illuminated signs as approved in writing by Lessor on the exterior of the Demised Premises and agrees to maintain said signs in good state of repair and save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. All signs shall be approved in writing by Lessor and all local municipal governing bodies; Lessee shall bear full responsibility for obtaining such municipal approval at its sole cost and expense. Upon vacating the storeroom, the Lessee agrees to remove all signs and repair all damage caused by such removal.

ARTICLE VIII – ADDITIONAL CHARGES

- A. During the term of this Lease, the Lessee agrees to pay as additional rent a proportional share of real estate taxes in the event the total real estate taxes would exceed \$20,000, this to be based on a square footage basis of the entire Plaza. Additional rent shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of an invoice for the additional real estate tax rent, along with a copy of the paid real estate tax receipts and a computation of Lessee's proportional share.
- B. Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Lessee to Lessor, either by way of substitution for or in addition to any existing tax on land and way of substitution for or in addition to any existing tax on land and buildings or otherwise, tenants agree that this Lease may be terminated at the end of the then existing term, in order that any proper adjustments can be made, or, in the alternative, the tenants agree to adjust their rent in order to include an such taxes, excise and/or assessment, which amount shall be done on a proportional share basis, square footage, including all of the area involved in the DUBOIS AREA PLAZA. Lessee shall have the option of terminating or canceling this Lease at the end of the then existing term should the Lessor desire to exercise this option regarding any such additional taxes or assessments.
- C. Any business and occupational taxes levied on rentals received by Lessor from Lessee, which taxes are levied by any state or local government unit or authority, and whether levied against Lessor or Lessee, shall be paid by Lessee.
- D. Contribution to Maintenance and Control of Common Areas: Lessee agrees to pay to Lessor his proportional share of the cost of snow removal, paving, restriping, and patching of the parking lot of the common area of the Plaza based on its front footage. Said proportional share of the cost of said snow removal, etc. shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of its

proportional share of the cost of the said snow removal and paving, restriping, and patching of the parking lot.

E. Insurance: Lessor agrees to maintain: (1) Comprehensive General Liability Insurance relating to the Demised Premises and its areas on an occurrence basis in the minimum amount of \$1,000,000.00; (2) Fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance to the extent of the replacement value of the Plaza buildings with the option of taking advantage of co-insurance to the extent of eighty percent (80%) or ninety percent (90%) thereof. Lessee shall pay to Lessor as additional rent a proportional share of Lessor's insurance premiums in the event the total insurance premiums would exceed \$2,500, this is based on a square footage basis of the entire Plaza. This additional rent shall be paid to Lessor within thirty (30) days from the date of receipt by the Lessee of a invoice for the additional insurance rent along with a computation of Lessee's proportional share.

ARTICLE IX – TAXES UPON LESSEE'S FIXTURES

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

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

ARTICLE X – USE OF PREMISES AND LESSEE COVENANTS

A. The Demised Premises shall be occupied and used solely for the purposes of A Coffee and Pastry Shop.

B. Lessee covenants and agrees that the Demised Premises shall not be abandoned or left vacant and shall be used and occupied as follows:

1. To keep the Demised Premises continuously and uninterruptedly open for business during a normal business day, and to keep the same, including display windows fully illuminated from dusk to the end of each business day, unless prevented from doing so by strikes, fire, casualty or other causes beyond Lessee's control.
2. To conduct no auction, fire or bankruptcy sales nor to operate therein a so-called "discount house," Army, Navy store or government "surplus" store without written consent of Lessor.

3. To display no merchandise outside the Demised Premises nor in any way obstruct the sidewalks adjacent thereto and shall not burn or place garbage, rubbish, trash, merchandise containers or other incidentals to the business outside the Demised Premises. In the event Lessee places merchandise, rubbish and refuse outside the Demised Premises, Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor may cause the same to be removed and Lessee shall pay the cost of such removal to Lessor upon demand.
4. To load or unload all merchandise, supplies, fixtures, equipment and furniture and to cause the collection of rubbish only as directed by Lessor. No regular deliveries of any kind shall be made through the front entrance, and Lessee will use discretion on special deliveries that might occur at the front entrance.
5. To keep the Demised Premises in a careful, safe, and proper manner; to keep the outside areas adjoining the Demised Premises clean of snow, ice and debris and to keep any adjacent sidewalks, shopping cart ramps, halls, malls or arcades in a clean, safe and healthy condition.
6. To prevent the Demised Premises from being used in any way which will injure the reputation of the same or of the building of which it is a part or may be a nuisance, annoyance, inconvenience or damage to the other tenants of such building or of the neighborhood, including without liability the generality of the foregoing, noise by the playing of any musical instruments or radio or television or the use of a microphone, loud speaker, electrical equipment or other equipment outside of the Demised Premises.
7. To abide by all reasonable rules and regulations established by Lessor, from time to time, with respect to the common areas, facilities, improvements and sidewalks.
8. To store all garbage, rubbish and trash in a proper container, depending upon the type of regular commercial container available from the collector, or equivalent metal container.

C. Upon the commencement of the term of this Lease, Lessee shall proceed with due dispatch and diligence to open for business on the Demised Premises, in a high grade and reputable manner maintaining in the Demised Premises a trained staff of employees and sufficient stock of merchandise to operate the business, during business hours throughout the term of this Lease unless prevented from so doing by fire, strikes, or other contingencies beyond the control of Lessee.

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

ARTICLE XI – ALTERATIONS

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

ARTICLE XII – MAINTENANCE OF DEMISED PREMISES

A. Lessor covenants and agrees to keep and maintain the roof and other exterior portions of the Demised Premises exclusive of doors, door checks and windows, and to make any structural repairs in the interior of the Demised Premises, except for reasonable wear and tear and any damage thereof caused by any act or negligence of Lessee, its employees, agents, invitees, licensees or contractors, in which event such damage shall be promptly repaired at the sole cost and expense of Lessee. Other than as herein provided Lessor shall not be responsible to make any other improvements or repairs of any kind, in or upon the Demised Premises.

B. Lessee covenants and agrees to keep and maintain in good order, condition and repair or replace the Demised Premises and every part thereof, except as hereinbefore

provided, including but not without limitation the exterior and interior portions of all doors, door checks, windows, plate glass, all plumbing and sewage facilities within the Demised Premises including free flow up to the main sewer line, fixtures, heating, air conditioning and electrical equipment, (including replacement thereof or of parts thereof), interior walls, floors and ceilings, including compliance with applicable building codes relative to fire extinguisher and to maintain lighting fixtures beneath the canopy, if any. If Lessee refuses or neglects to commence or complete such replacement or repairs promptly and adequately, Lessor may, but shall not be required to do so, make or complete said repairs and/or replacement and Lessee shall pay the cost thereof to Lessor, upon demand.

ARTICLE XIII – MAINTENANCE AND CONTROL OF COMMON AREAS

- A. Lessor covenants and agrees that during the term of this Lease, or renewal or extension thereof, to provide parking areas, approaches, exits, entrances, malls or roadways, hereinafter referred to as "Common Areas" for the non-exclusive use of Lessee, its agents, employees or customers while such customers are shopping in the Demised Premises or in any portion of the Plaza and to maintain the same in good repair, reasonably clear of snow, and lighted from dusk to the end of each business day.
- B. Lessor shall have the right to close any or all portions of the parking area or areas to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary, all or any part of the parking area or areas in order to discourage non-customer parking. All space, areas and facilities in the Plaza not within the Demised Premises, which Lessee may be permitted to use and/or occupy, are to be used and/or occupied under a revocable license, and if such license be revoked, or if the amount of such space, areas and/or facilities be diminished, this Lease shall remain in full force and effect and Lessor be entitled to any compensation or diminution of rent, nor shall revocation or diminution be deemed constructive or actual eviction. Common areas shall be governed by the rules and regulations of the said Plaza, and Lessor may, from time to time, change and adopt the said rules, and must then inform the Lessee of any such changes, additions, alterations or improvements in and to such common areas, provided that there shall be no unreasonable obstruction of Lessee's right of access to the Demised Premises.
- C. Lessee covenants and agrees to cause it and its employees to park only in such places and designated by Lessor for employee parking. If parking areas are provided in the rear of the Demised Premises, the Lessee shall cause it and its employees to park in such areas.

ARTICLE XIV – UTILITIES

Lessee shall be solely responsible for and promptly pay all charges for heat, water, sewer rentals, fire service charges in the sprinkler system, gas, electricity or any other utility used or consumed in the Leased premises. Should Lessor elect to supply the water, gas, heat, electricity or any other utility used or consumed in the Leased premises, Lessee agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Lessor with the proper regulatory authority. If there is more than one user on a common meter, Lessee shall pay its proportionate share of such utility use as determined by Lessor. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Leased premises, unless the said Lessor agrees to maintain the said sprinkler system, of which liability could then occur.

ARTICLE XV – DESTRUCTION BY FIRE OR CASUALTY

- A. If the Demised Premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage insurance, Lessor shall have the option to rebuild or of terminating this Lease.
- B. In the event of total destruction of the Demised Premises as above mentioned, Lessee's rent shall completely abate from the date of such destruction until possession of the rebuilt premises is delivered to Lessee, but in the event of a partial destruction or damage whereby Lessee shall be deprived of the occupancy of only a portion of said premises, then minimum rent shall be equitably apportioned according to the area of the Demised Premises which is unusable by Lessee until such time as the Demised Premises shall be repaired or restored.

ARTICLE XVI – LESSEE'S PROPERTY IN THE DEMISED PROPERTY

- A. All light fixtures, heating units or air conditioning equipment provided by Lessee or any other so-called "trade fixtures" shall at once when furnished or installed by deemed to have attached to the freehold and to have become the property of Lessor. At the expiration of the term hereof, Lessee may remove all such property, provided such removal will not result in costly injury to, or undue defacement of the Demised Premises, and provided further all rents stipulated herein are paid in full and Lessee is not otherwise in default hereunder, and that any and all damage to the Demised Premises resulting from or caused by such removal shall be promptly repaired at Lessee's expense.
- B. All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or less suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing or leaking of sewer or stream pipes of

from the heating or plumbing fixtures or from electric wires or from gas or odors caused in any manner whatsoever except as may result from and be caused by the negligence of Lessor or its agents or employees.

ARTICLE XVII – ACCESS TO DEMISED PREMISES

- A. Lessee agrees to permit Lessor or Lessor's Agents to inspect or examine the Demised Premises at any reasonable time and to permit Lessor to make such repairs, decorations, alteration, improvements or additions in the Demised Premises or to the building of which the Demised Premises is a part, that Lessor may deem desirable or necessary for its preservations or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no way abate while such decorations, repairs, alterations, improvements or addition are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.
- B. Lessor shall also have the right to enter upon the Demised Premises for a period commencing sixty (60) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in, or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE XVIII – SURRENDER OF DEMISED PREMISES

- A. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted. The provisions of this paragraph shall operate as Lessor's waiver of claim or recourse against Lessee for any damage to the Demised Premises resulting from the negligence of Lessee, its agents or employees only to the extent that Lessor is able to obtain, at no extra cost, waiver of right of subrogation endorsement to its insurance policies. Acceptance of delivery of the Demised Premises or opening same for business shall be deemed conclusive evidence that the Demised Premises were in good order and condition at the commencement of the term of this Lease.
- B. Lessee shall at Lessee's expense remove all property of Lessee and all alterations, additions and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed and as to which Lessor shall have not made said election, shall be deemed to have been

abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE XIX - INDEMNITY AND INSURANCE BY LESSEE

- A. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Demised Premises causing injury to any person or property whomsoever or whatsoever and will protect, indemnify, save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.
- B. Lessee agrees that, at its cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon or about the Demised Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the Demised Premises during the term of this Lease, such insurance at all times to be in an amount of not less than FIVE HUNDRED THOUSAND and no/100ths (\$500,000.00) DOLLARS for injury to any one (1) person, and not less than ONE MILLION and no/100ths (\$1,000,000.00) DOLLARS for injuries to more than one (1) person in one (1) accident. In addition, Lessee will carry FIVE HUNDRED THOUSAND and no/100ths (\$500,000.00) DOLLARS property damage liability insurance. All liability insurance shall not be canceled or materially changed without thirty (30) days prior notice (by certified mail) being given to certificate holder. All policies of insurance covering tenants' property shall include a provision whereby its insurer agrees to waive any rights of subrogation against Lessor.
- C. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the state in which the Demised Premises are located, and there shall be delivered to the Lessor customary insurance certifications evidencing such paid-up insurance. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand. In addition, Lessor must be named as an additional insured under the above mentioned liability insurance.

ARTICLE XX – ASSIGNMENT AND SUBLetting

- A. Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other person to occupy same without the written consent of the Lessor first hand, references elsewhere herein to assignees notwithstanding. Lessor shall not unreasonably withhold such consent. Any such assignment or subletting, even with the consent of Lessor, shall not relieve Lessee from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises. The purpose of restricting assignment and subletting is to protect the interest of all tenants to the Plaza, and should Lessor determine that it would be detrimental to any of the existing businesses to allow such an assignment or subletting, the Lessor shall have the discretion in which to accept or deny any such assignment or subletting. Should the Lessee go out of business, Lessor may decide whether or not a subletting to any successor owner will be permitted. Should Lessee become deceased, the estate of the decedent shall not automatically become a successor to the within Lease.
- B. If Lessee is a corporation, then any transfer of this Lease from Lessee by merger, consolidation or liquidation, or any change in ownership or power to vote of a majority of its outstanding voting stock shall constitute an assignment for the purpose of this Lease and shall require the written consent of Lessor.
- C. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Lessor first having been obtained.

ARTICLE XXI – EMINENT DOMAIN

In the event the Demised Premises or any part hereof shall be taken or condemned for any public purpose, it is understood that the Lessor shall be entitled to its damage, and that the Lessee reserves any rights for damages to the business of the Lessee that it may have under any such taking. Should the taking involve a minor portion of the said property, Lessee waives any right to damages that would affect the business operations of the said Lessee, but is expressly understood that the Lessee is in no way waiving any rights to damage for eminent domain that it might have as a tenant to the property and as to how the same affects its business.

ARTICLE XXII – DEFAULT BY LESSEE

Any of the events listed below shall be an Event of Default:

- A. Lessee's violation or failure to perform or observe any covenant, obligation or provision contained in this Lease shall be considered an event of default by the Lessee.
- B. Lessor shall give Lessee written notice of any default by Lessee under this Lease. If Lessor notifies Lessee of a monetary default, Lessee shall have ten (10) business days after Lessee's receipt of Lessor's default notice to cure such default. If Lessor notifies Lessee of a non-monetary default, Lessee shall have thirty (30) days, (unless such default cannot reasonably be cured within thirty (30) days, in which case Lessee shall have as much time to cure such default as is necessary provided Lessee promptly commences and diligently pursues such cure). If Lessee fails to cure any default within the applicable cure period, then Lessor shall be entitled to all remedies available at law or in equity, in addition to the remedies provided for in this Lease.
- C. If an Event of Default shall have occurred and be continuing, Lessor may do either or both of the following: (1) Lessor may terminate this Lease upon giving written notice of termination to Lessee; or (2) Lessor may enter and repossess the Leased premises by force, summary proceedings, ejectment, or otherwise, and may remove Lessee and all other persons and property from the Leased premises.
- D. After repossessing the Leased premises as provided in this Article XXII, whether or not this Lease has been terminated, Lessor shall have the right, but not the obligation, to attempt to relet the Leased premises for the account of Lessee in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have been the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as Lessor, in its sole discretion, may determine, and may collect and receive the rent therefor. Any rent received shall be applied against Lessee's obligations under this Lease, but Lessor shall not be responsible or liable for any failure to collect any rent due upon any such reletting.
- E. Neither the termination of this Lease nor the repossession of the Leased premises by Lessor under this Article XXII shall relieve Lessee of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. If such termination or repossession occurs, whether or not the Leased premises shall have been relet, Lessee shall pay to Lessor the rent and other sums and charges to be paid by Lessee up to the time of such termination or repossession, and thereafter Lessee, until the end of what would have been the term of this Lease in the absence of such termination or repossession, shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default, the equivalent of the amount of the minimum rent and other sums and charges which would be payable under this Lease by Lessee if this Lease were still in effect, less the net proceeds, if any, of any reletting done under this Article XXII after deducting all of Lessor's expenses as to such reletting, including without limitation all repossession costs, brokerage and reletting.

management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting.

- F. In addition to all other remedies of Lessor, Lessor shall be entitled to reimbursement upon demand of all reasonable attorneys' fees, court costs and costs of investigation incurred by Lessor with respect to an Event of Default or enforcement by Lessor of its remedies therefor.
- G. The rights, options, powers, and remedies of Lessor under this Lease shall be cumulative and in addition to any other rights given to Lessor by law. The exercise by Lessor of any right, option, power, or remedy shall not impair Lessor's right to any other rights, options, powers, or remedies. The passage of time after the occurrence of an Event of Default shall not limit Lessor's rights, options, powers or remedies.

ARTICLE XXIII – BANKRUPTCY OR INSOLVENCY

If at any time prior to the date herein fixed as the commencement of the term of this Lease or at any time thereafter there shall be filed by or against Lessee or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or the property of any guarantor of this Lease, or if Lessee makes application to creditors to settle or compound or extend the time for payment of Lessee's obligation, or if any execution or attachment shall be levied upon any of the Lessee's property or the Demised Premises are taken or occupied or attempted to be taken or occupied by someone other than the Lessee, then this Lease shall at the Lessor's option be canceled and terminated and in which event, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of any order of any Court shall be entitled to possession of the Demised Premises.

ARTICLE XXIV – DEFAULT BY LESSOR

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

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

ARTICLE XXV – ESTOPPEL CERTIFICATE BY LESSEE

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

ARTICLE XXVI – TERM “LESSOR”

The term “Lessor” as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner (or Lessee of the ground or underlying Lease of which this Lease is a sublease) for the time being of the Plaza buildings and the land on which they stand. If the Plaza or the ground or underlying Lease, be sold or transferred, the seller (or assignor of the ground or underlying Lease of which this Lease is a sublease) shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale (or the subLessee or assignee of the ground or underlying Lease as aforesaid) has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Lessor shall be binding upon Lessor, its successors and assigns, only during their respective successive periods of ownership.

ARTICLE XXVII – MEMORANDUM OF LEASE

Neither party will record this Lease but both parties will, on demand by the other party, execute and appropriate Memorandum or Notice of this Lease in form and substance reasonably satisfactory to the Lessor, not including rental and monetary provisions, and either party may record the same at its expense. Promptly following the commencement of the Lease term, the parties will execute a document in recordable form setting forth the commencement and expiration dates of the Lease term.

ARTICLE XXVIII – COLLATERAL ASSIGNMENT OF LEASE

With reference to any assignment by the Lessor of the Lessee's interest in this Lease, or the rentals payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a first mortgage on the Lessee's estate, the Lessee agrees:

- A. That the execution thereof by the Lessor and the acceptance thereof by the holder of such mortgage, shall never be deemed and assumption by such holder of any of the obligations of the Lessor hereunder, unless such holder shall, by written notice sent to the Lessee, specifically otherwise elect; and

B. That, except as aforesaid, such holder shall be treated as having assumed the Lessor's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the premises.

ARTICLE XXIX – HOLDING OVER

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

ARTICLE XXX – QUIET ENJOYMENT

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

ARTICLE XXXI – TITLES OF ARTICLES

The titles of the articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

ARTICLE XXXII – DEFINITION OF TERMS

A. "Lease Year" as used herein shall mean each twelve (12) month period beginning with the first day of the term of this Lease, and each yearly anniversary thereof, provided the commencement of the term of this Lease is on the first day of the month. If the term of this Lease commences on any other day other than the first day of the month, then "Lease Year" shall begin on the first day of the month following the end of the month during which the term of this Lease commences. Any period prior to the "First Lease Year" or any period subsequent to the "Last Lease Year" within the term of this Lease shall be adjusted with respect to percentage rent or any other matters provided in this Lease in which the Lease Year is a factor.

- B. For the purpose of this Lease "Floor Area" shall be deemed to mean the actual number of square feet of floor space from the center of side walls to the center of side walls and from outside of front wall to outside of rear wall, except when storeroom is a corner room where the measurement is from center of side wall to outside of all floor, basements and mezzanines of the Demised Premises without deduction or exclusion for any space occupied by or used by columns, stairs or other interior construction or equipment.
- C. As used in this indenture of Lease and when required by the context, each number (singular and plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation, firm or association."

ARTICLE XXXIII – INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE XXXIV – PROVISIONS BINDING

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

ARTICLE XXXV – SECURITY DEPOSIT

The Lessee will deposit with the Lessor the sum of \$ 1,000.00 as security for the performance, by the Lessee of the terms of this Lease. Lessor may use, apply, retain the whole or any part of the security deposit to the extent required for the payment of any rent and additional rent or other sum as to which the Lessee is in default or for any sum which the Lessor may expend or may be required to expend by reason of the Lessee's default in respect of any of the terms of this Lease, including but not limited to any damages or deficiency in the reletting of the Demised Premises, or upon failure or inability to relet the same. In the event that the Lessee shall comply with all the terms of this Lease, the security shall be returned to the Lessee without interest after the date fixed as the end of the Lease and after delivery of possession of the Demised Premises to the Lessor. In the event of a sale or Lease of the Plaza of which the Demised Premises forms a part, the Lessor shall have the

right to transfer the security to the purchaser or the Lessee and the Lessor shall thereupon be released from all liability for the return of such security. The Lessee shall look solely to the new Lessor for the return of such security.

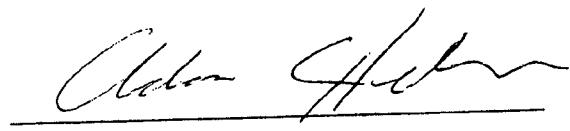
ARTICLE XXXVI – COMPLETE AGREEMENT

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

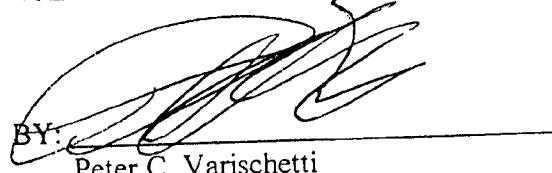
IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be signed, in triplicate, upon the day and year first above written.

LESSOR

WITNESS:

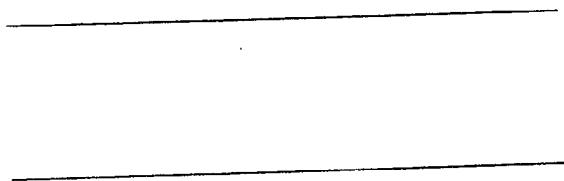


VARISCHETTI & SONS, INC.

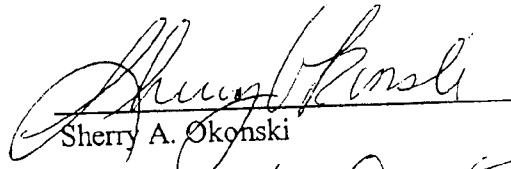
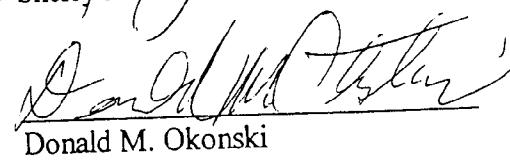

BY: _____
Peter C. Varischetti

LESSEE

WITNESS:



SHERRY A. OKONSKI AND
DONALD M. OKONSKI,
RAYMOND'S COFFEES AT ROSIE'S


Sherry A. Okonski
Donald M. Okonski

VARISCHETTI & SONS, INC.
 P O BOX 220
 BROCKWAY PA 15824
 8142658090

10/16/2008

ROSIE'S BOOKSHOP
 DUBOIS PLAZA UNIT #8
 DUBOIS, PA 15801

10-0000008

9/1/2007	0009202-IN	SEPT RENT	1,145.83	1,145.83
10/1/2007	0009248-IN	OCT RENT	1,145.83	1,145.83
10/4/2007	0009278-IN	RE TAX 2007	656.38	656.38
11/1/2007	0009304-IN	NOV RENT	1,145.83	1,145.83
12/1/2007	0009347-IN	DEC RENT	1,145.83	1,145.83
1/1/2008	0009384-IN	JAN RENT	1,145.83	1,145.83
2/1/2008	0009454-IN	FEB RENT	1,145.83	1,145.83
3/1/2008	0009485-IN	MAR 08 RENT	1,145.83	17.92
3/31/2008	0009526-IN	WINTER MAIN JAN 08	1,145.83	1,145.83
4/1/2008	0009541-IN	APRIL RENT	47.36	47.36
4/30/2008	0009576-IN	WINTER MAINT FEB 08	1,145.83	1,145.83
5/1/2008	0009593-IN	MAY RENT	1,145.83	1,145.83
6/1/2008	0009629-IN	JUNE RENT	1,145.83	15.36
6/10/2008	0009661-IN	WINTER MAINT MAR 08	1,145.83	1,145.83
7/1/2008	0009701-IN	JULY RENT	1,145.83	1,145.83
8/1/2008	0009742-IN	AUG RENT	1,145.83	1,145.83
9/2/2008	0009777-IN	SEPT RENT	1,145.83	
10/1/2008	0009814-IN	OCT RENT	406.59	406.59

Current	30 Days	60 Days	90 Days	120 Days	Total:
406.59	1,145.83	1,145.83	1,145.83	12,195.32	16,039.40

*** THIS IS LINE ONE OF THE STANDARD MESSAGE ***

*** THIS IS LINE TWO OF THE STANDARD MESSAGE ***

Your account with us is seriously past due.

Remit today so that we may continue to serve you.

VARISCHETTI & SONS, INC.
 P O BOX 220
 BROCKWAY PA 15824
 8142658090

10/16/2008

RAYMOND'S COFFEES AT ROSIES
 UNIT #7
 DUBOIS PLAZA
 DU BOIS, PA 15801

10-0000060

9/1/2007	0009201-IN	SEPT RENT	1,375.00	876.73	498.27
8/19/2008		Payment Ref: 1960			1,375.00
10/1/2007	0009247-IN	OCT RENT	1,375.00		866.30
10/4/2007	0009277-IN	RE TAX 2007	866.30		1,375.00
11/1/2007	0009303-IN	NOV RENT	1,375.00		1,375.00
12/1/2007	0009346-IN	DEC RENT	1,375.00		1,375.00
1/1/2008	0009383-IN	JAN RENT	1,375.00		1,375.00
2/1/2008	0009453-IN	FEB RENT	1,375.00		1,375.00
3/1/2008	0009484-IN	RENT MAR 08	23.60		23.60
3/31/2008	0009525-IN	WINTER MAINT JAN 08	1,375.00		1,375.00
4/1/2008	0009540-IN	APRIL RENT	62.40		62.40
4/30/2008	0009575-IN	WINTER MAINT FEB 08	1,375.00		1,375.00
5/1/2008	0009592-IN	MAY RENT	1,375.00		1,375.00
6/1/2008	0009628-IN	JUNE RENT	20.24		20.24
6/10/2008	0009660-IN	WINTER MAINT MAR 08	1,375.00		1,375.00
7/1/2008	0009700-IN	JULY RENT			

Current	30 Days	60 Days	90 Days	120 Days	Total:
0.00	0.00	0.00	1,375.00	13,845.81	15,220.81

*** THIS IS LINE ONE OF THE STANDARD MESSAGE ***
 *** THIS IS LINE TWO OF THE STANDARD MESSAGE ***

Your account with us is seriously past due.
 Remit today so that we may continue to serve you.



VARISCHETTI & SONS, INC.

August 22, 2008

Rosie's Book Shop
Raymond's Coffees at Rosie's
Attention: Sherry Okonski
1217 East DuBois Avenue
DuBois, PA 15801

RE: Default on Leases

Dear Mrs. Okonski,

According to our records you are in default of your lease for Rosie's Book Shop (Unit #8) and also your lease for Raymond's Coffees at Rosie's (Unit #7). As of today, Rosie's Book Store has a delinquency of \$14,486.98 and Raymond's Coffees at Rosie's has a delinquency of \$15,220.81. In accordance to the leases that you signed on March 24, 2004 you have until September 9, 2008 to pay the total amount due under both leases in the amount of \$29,707.79 or vacate the premises.

The demands set forth herein are in addition to and not in lieu of any other remedies to which Varischetti & Sons, Inc. may be entitled, and Varischetti & Sons, Inc. expressly reserves its rights to exercise any and all remedies available to it at law or in equity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Varischetti Jr.'

Frank Varischetti Jr.

91 7108 2133 3935 2955 5193

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

VARISCHETTI & SONS, INC., a Pennsylvania)
Corporation,)
)
 PLAINTIFF,)
)
 v.)
)
 SHERRY A. OKONSKI, an adult individual,)
 t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
 RAYMOND'S COFFEES AT ROSIE'S, and)
 DONALD M. OKONSKI, an adult individual,)
 t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
 RAYMOND'S COFFEES AT ROSIE'S, and)
)
 DEFENDANTS.)

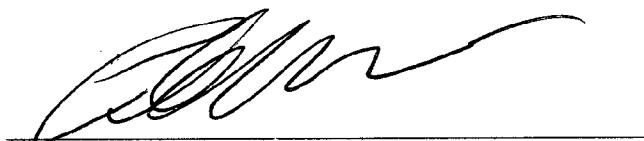
No. 08-2422-CD

VERIFICATION

I, Peter C. Varischetti, President, Varischetti & Sons, Inc., Plaintiff do hereby swear and affirm that I have read the foregoing FIRST AMENDED CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 11th day of March, 2009.

By,



Peter C. Varischetti, President,
Varischetti & Sons, Inc., Plaintiff

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

)
VARISCHETTI & SONS, INC., a Pennsylvania)
Corporation,)
)
PLAINTIFF,)
)
v.)
)
SHERRY A. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DONALD M. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
)
DEFENDANTS.)
)
No. 08- 2422 -CD

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 15th day of March, 2009, that I did mail a true and correct copy of Plaintiff's FIRST AMENDED CIVIL COMPLAINT, via United States Mail, first class, postage prepaid, to counsel of record for the defendants, addressed as follows:

Christopher E. Mohney, Esquire
25 E. Park Ave., Suite 6
DuBois, PA 15801

Respectfully Submitted,



TGN

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

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

VARISCHETTI & SONS, INC., a
Pennsylvania Corporation,

Plaintiff,

vs.

SHERRY A. OKONSKI, an adult
Individual, t/d/b/a ROSIE'S BOOK
SHOPPE and t/d/b/a RAYMOND'S
COFFEES AT ROSIE'S, and DONALD
M. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and
RAYMOND'S COFFEES AT ROSIE'S,

Defendants.

: NO. 08-2422-CD
: Type of Case: CIVIL
: Type of Pleading: ANSWER TO
: FIRST AMENDED CIVIL
: COMPLAINT
: Filed on behalf of: DEFENDANTS
: Counsel of Record:
: CHRISTOPHER E. MOHNEY,
: ESQUIRE
: Supreme Court No.: 63494
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED
MAY 12 2009
APR 03 2009
NO CC
S
William A. Shaw
Prothonotary/Clerk of Courts
610

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

VARISCHETTI & SONS, INC., a :
Pennsylvania Corporation, :
: Plaintiff, :
: vs. : NO. 08-2422-CD
: :
SHERRY A. OKONSKI, an adult :
Individual, t/d/b/a ROSIE'S BOOK :
SHOPPE and t/d/b/a RAYMOND'S :
COFFEES AT ROSIE'S, and DONALD :
M. OKONSKI, an adult individual, :
t/d/b/a ROSIE'S BOOK SHOPPE and :
RAYMOND'S COFFEES AT ROSIE'S, :
: Defendants. :

ANSWER TO FIRST AMENDED CIVIL COMPLAINT

AND NOW, comes the Defendants, by and through their counsel,
CHRISTOPHER E. MOHNEY, ESQUIRE, and files the following Answer to First
Amended Civil Complaint:

1. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of paragraph 1 of Plaintiff's amended complaint, the same being deemed denied in strict proof thereof being demanded at trial.
2. Admitted.
3. Admitted.
4. Admitted.

5. Paragraph 5 of Plaintiff's amended complaint avers legal conclusions, to which no responsive pleading is required, the same being deemed to be denied.

6. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 6 of Plaintiff's amended complaint, the same being deemed denied and strict proof thereof being demanded at trial.

7-10. Paragraphs 7 through 10 of Plaintiff's amended complaint make reference to and rely upon written documents, the contents of which documents speak for themselves, and to which averments no responsive pleadings are required, the same being deemed denied.

11. Admitted.

12. Admitted.

COUNT I: PLAINTIFF vs. BOTH DEFENDANTS; BREACH OF CONTRACT

13. Paragraphs 1 through 12, inclusive, of this Answer are incorporated herein and if set forth at length.

14. Admitted in part, denied in part. Defendants admit that Plaintiff is owed rent. By way of further response, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the amount owed, the same being deemed denied in strict proof thereof being demanded at trial. Moreover, Plaintiff's averments for which this paragraph responds are based on a written document, the terms of which speak for itself, and, moreover, consist of legal conclusions for which no response is necessary.

15. Admitted in part, denied in part. Defendants admit that Plaintiff is owed rent. By way of further response, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the amount owed, the same being deemed denied in strict proof thereof being demanded at trial. Moreover, Plaintiff's averments for which this paragraph responds are based on a written document, the terms of which speak for itself, and, moreover, consist of legal conclusions for which no response is necessary.

16. Paragraph 16 of Plaintiff's amended complaint is based on a written document(s), the contents of which speak for themselves, and no response is required, the same being deemed denied.

17. Admitted in part, denied in part. Defendants admit that Plaintiff has been able to secure a new tenant, as is obvious. However, as to the remainder of paragraph 17 of Plaintiff's amended complaint, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the terms of the lease of the new tenant and the commencement date of the new leasehold, the same being deemed denied and strict proof thereof being demanded at trial. By way of further response, the remainder of paragraph 17 of Plaintiff's amended complaint is a legal conclusion to which no responsive pleading is required, the same being deemed denied.

18. Paragraph 18 of Plaintiff's amended complaint is a legal conclusion to which no responsive pleading is required, the same being deemed denied. By way of further response, paragraph 18 of Plaintiff's amended complaint also relies upon a written document, the terms of which speak for itself.

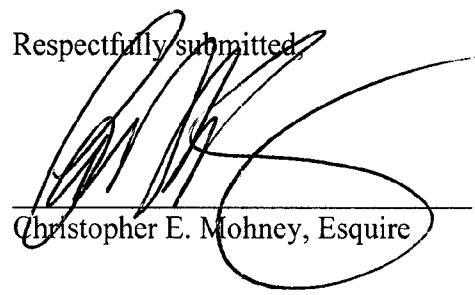
19. Denied. Paragraph 19 of Plaintiff's amended complaint is a legal conclusion to which no responsive pleading is required, the same being deemed denied.

20. Paragraph 20 of Plaintiff's amended complaint is a legal conclusion to which no responsive pleading is required, the same being deemed denied. By way of further response, paragraph 20 of Plaintiff's amended complaint also relies upon a written document, the terms of which speak for itself.

21-23. Paragraphs 21 through 23 of Plaintiff's amended complaint are legal conclusions to which no responsive pleading is required, the same being deemed denied.

WHEREFORE, Defendants demand judgment in their favor and against Plaintiff.

Respectfully submitted,


Christopher E. Mohney, Esquire

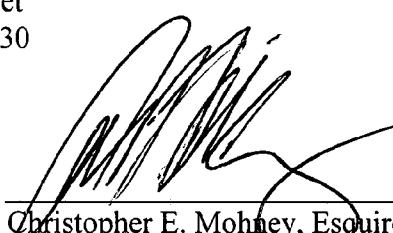
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

VARISCHETTI & SONS, INC., a :
Pennsylvania Corporation, :
Plaintiffs, :
vs. : NO. 08-2422-CD
SHERRY A. OKONSKI, an adult :
Individual, t/d/b/a ROSIE'S BOOK :
SHOPPE and t/d/b/a RAYMOND'S :
COFFEES AT ROSIE'S, and DONALD :
M. OKONSKI, an adult individual, :
t/d/b/a ROSIE'S BCOK SHOPPE and :
RAYMOND'S COFFEES AT ROSIE'S, :
Defendants. :

CERTIFICATE OF SERVICE

I, CHRISTOPHER E. MOHNEY, ESQUIRE, do hereby certify that on this 2nd day of April 2009, I caused to be served by First Class United States Mail, postage pre-paid, a true and correct copy of the foregoing Answer on the following:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

By: 

Christopher E. Mohney, Esquire

VERIFICATION

I, SHERRY A. OKONSKI, have read the foregoing Answer to First Amended Civil Complaint. 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.

By:


Sherry A. Okonski

VERIFICATION

I, DONALD M. OKONSKI, have read the foregoing Answer to First Amended Civil Complaint. 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.

By:


Donald M. Okonski

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105080
NO: 08-2422-CD
SERVICES 2
COMPLAINT

PLAINTIFF: VARISCHETTI & SONS, INC.

vs.

DEFENDANT: SHERRY A. OKONSKI, individual, t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a RAYMOND'S COFFEES AT ROSIES, al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NOBLE	3639	20.00
SHERIFF HAWKINS	NOBLE	3639	80.00

S FILED
013:06pm
JUN -2 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

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

VARISCHETTI & SONS, INC., a Pennsylvania
Corporation, :

PLAINTIFF, :

No. 08- 2422 -CD

v. :

SHERRY A. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a
RAYMOND'S COFFEES AT ROSIE'S, and
DONALD M. OKONSKI, an adult individual,
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a
RAYMOND'S COFFEES AT ROSIE'S, and

DEFENDANTS. :

'FILED NO CL.
M. L. ASLM
JUL 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading:

PRAECIPE TO DISCONTINUE

Filed By:

PLAINTIFF

Counsel of Record:

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

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

VARISCHETTI & SONS, INC., a Pennsylvania)
Corporation,)
PLAINTIFF,)
v.) No. 08- 2422 -CD
SHERRY A. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DONALD M. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DEFENDANTS.)

PRAECIPE TO DISCONTINUE

To: William A. Shaw, Prothonotary

Date: July 7, 2009

Please mark the above captioned case, SETTLED, ENDED and FOREVER
DISCONTINUED with prejudice.

Respectfully Submitted,



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

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

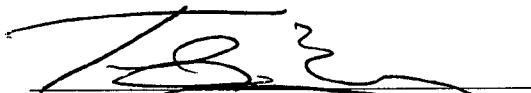
VARISCHETTI & SONS, INC., a Pennsylvania)
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DONALD M. OKONSKI, an adult individual,)
t/d/b/a ROSIE'S BOOK SHOPPE and t/d/b/a)
RAYMOND'S COFFEES AT ROSIE'S, and)
DEFENDANTS.)

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 7th day of July, 2009, that I did mail a true and correct copy of Plaintiff's PRAECIPE TO DISCONTINUE, via United States Mail, first class, postage prepaid, to counsel of record for the defendants, addressed as follows:

Christopher E. Mohney, Esquire
25 E. Park Ave., Suite 6
DuBois, PA 15801

Respectfully Submitted,



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