

LEASE AGREEMENT

This Agreement, MADE the 15th day of April, two thousand fourteen (2014),

1. **Parties.** By and between Tornetta Realty Corp. Agent for Frank W. Comfort and Grace A. Comfort (hereinafter called "Lessor"), and Penllyn Pizza, LLC, with a business address of 401 Penllyn Blue Bell Pike, Blue Bell, PA 19422, Federal I.D. # 46-5389101 (hereinafter called "Lessee"), of the other part.
 2. **Premises.** WITNESSETH THAT: Lessor does hereby demise and let unto Lessee all that certain retail space deemed to be 1,360± square feet in the Penn Bell Plaza, located in Lower Gwynedd Township, with a mailing address of 401 Penllyn Blue Bell Pike, County of Montgomery, State of Pennsylvania, to be used and occupied as a pizza restaurant, the boundaries and location of the Leased Premises are outlined in red on the site plan of the Shopping Center, which is marked "Exhibit "A", attached hereto and made a part hereof, and for no other purpose (hereinafter called "Demised Premises").
 3. **Term.** The term of this Lease Agreement shall be five (5) years, beginning the first day of June, two thousand fourteen (2014), and ending the thirty first (31st) day of May, two thousand nineteen (2019), (hereinafter called the "Lease Term"),
 - 3a. **Forgiven Rent.** It is agreed and understood that Lessee shall have the right to occupy the Demised Premises under the same terms and conditions set forth in this Lease, with the exception of payment of Minimum Rent, which shall not be due and payable for the first two (2) weeks of June, 2014 (6-1-14 through 6-14-14), hereinafter known as "forgiven rent time". Said forgiven rent time shall be granted on the express condition that Lessee is not in default. All other terms and conditions of said Lease, including but not limited to payment of utilities, taxes, common area maintenance, insurance and other charges collectable will be in full force and effect as of the date of Lessee's occupancy, and continuing for the full term of this Lease. Commencement of rent shall be June 15, 2014.
- Accordingly, once this Lease Agreement has been signed and approved by all parties, the Lessor shall give the Lessee the key to the Demised Premises and permission to start working in the Demised Premises in preparation of Lessee's occupancy thereof. Due to the fact that Lessee may take possession of the Demised Premises prior to the commencement date of this Lease Agreement, it is understood and agreed that Lessee shall assume the responsibility of all costs including but not limited to the cost of utilities during this pre-lease commencement term. In addition, Lessee shall deliver to Lessor's Agent prior to receipt of the key to the Demised Premises, a Certificate of Insurance as required from Lessee, with the effective date of insurance as of the date the key is surrendered to Lessee.

4. **Minimum Rent.** The minimum rental shall be payable in monthly installments as indicated herein, in advance during the term of this Lease on the first day of each month, in lawful money of the United States of America, with the first installment to be paid at the time of signing this Lease. The first rental payment to be made during the occupancy of the Demised Premises shall be adjusted to pro-rate a partial month of occupancy, if any, at the inception of this Lease. Said minimum rent shall be:

<u>TERM</u>	<u>MONTHLY RENTAL</u>
June 15, 2014 to June 30, 2014	\$ 935.00
July 1, 2014 to May 31, 2015	\$1,870.00
June 1, 2015 to May 31, 2016	\$1,926.00
June 1, 2016 to May 31, 2017	\$1,983.75
June 1, 2017 to May 31, 2018	\$2,043.25
June 1, 2018 to May 31, 2019	\$2,104.50

5. **Place of Payment.** All rent shall be payable without prior notice or demand at the office of Lessor's agent, Tornetta Realty Corp., 910 Germantown Pike, Plymouth Meeting, PA 19462, or at such other place as Lessor may from time to time designate by notice in writing.

6. **Agency.** Each party represents and warrants to the other that it has not dealt with any Broker or Agent in connection with this transaction other than Tornetta Realty Corp. and SLM Commercial. Each party shall indemnify and hold the other harmless for, from and against any and all brokerage commissions, finder fees or related costs and expenses which may be incurred in connection with this transaction by reason of their respective actions. Lessor agrees that it shall be responsible for any and all commissions or fees due Tornetta Realty Corp. and SLM Commercial.

The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this Lease, or any renewal thereof, to vacate the herein Leased Premises, prior to the expiration of this Lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any subletting or reletting of the Leased Premises other than Tornetta Realty Corp. and that should Lessee do so, or attempt to do so, the Lessor may remove any signs that may be placed on or about the Leased Premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all such responsibility for such action.

It is hereby expressly agreed and understood that the said Tornetta Realty Corp. is acting as agent for Lessor for said property only and shall not in any event be held liable to the Lessor or to Lessee for the fulfillment or non-fulfillment of any of the terms and conditions of this Lease or for any action or proceedings that may be taken by the Lessor against Lessee, or by Lessee against the Lessor.

In consideration of the services rendered in procuring the tenancy created in this Lease, Lessor agrees that Tornetta Realty Corp., and SLM Commercial, as agents, have earned, and Lessor agrees to pay to agents, a leasing or brokerage commission as set forth under a separate agreement between Lessor and Brokers. It is agreed that this commission shall be considered earned for the term of this Lease, including any renewals or continuations thereof, as well as any sale, buy-outs, early release, or the like, consummated between the parties hereto, their heirs and assigns, whether or not said renewals, sale, buy-outs, early release, or the like were negotiated by agent.

7. **Termination of Lease.** It is hereby mutually agreed that either party hereto may terminate this Lease at the end of said term by giving to the other party written notice thereof at least sixty (60) days prior thereto, but in default of such notice, this Lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained for a further period of one (1) month and so on from month to month unless or until terminated by either party hereto, giving the other ninety (90) days written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this Lease be continued for a further period under the terms hereinabove mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term hereby created, of his intention to change the terms and conditions of this Lease, and Lessee has not within twenty (20) days from such notice notified Lessor of Lessee's intentions to vacate the Demised Premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this Lease, of intention to vacate the Demised Premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse so to vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this Lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said Lease; whereupon the Lessee expressly agrees to vacate the Demised Premises at the expiration of the said period of ten days specified in said notice. Should the Lessee continue to occupy the Demised Premises after said notice to vacate, or after a forfeiture incurred, such tenancy shall (without limitation of any of Lessor's rights or remedies therefore) be one at sufferance at a rental rate equal to twice the rent payable for the last month of the term of this Lease, or extensions thereto, until said vacating. All powers granted to Lessor by this Lease may be exercised and all obligations imposed upon Lessee by this Lease shall be performed by Lessee as well during any extension of the original term of this Lease as during the original term itself.

8. **Security Deposit.** Lessee does herewith deposit with Lessor the sum of Three Thousand Seven Hundred Forty Dollars and no/cents (\$3,740.00) to be held as security for the full and faithful performance by Lessee of Lessee's obligations under this Lease and for the payment of damages to the Demised Premises. If the Demised Premises is residential property, said security deposit is to be held by Lessor as an Escrow Fund pursuant to the terms and provisions of the Penna Act of Assembly approved December 29, 1972, Act No.363. Except for such sum as shall be lawfully applied by Lessor to satisfy valid claims against Lessee arising from defaults under this Lease or by reason of damages to the Demised Premises, the Security Deposit or Escrow Fund shall be returned to Lessee at the expiration of the term of this Lease or any renewal or extension thereof but in the case of residential property only as provided for in the said Act of Assembly. **It is understood that no part of any security deposit or Escrow Fund is to be considered as the last rental due under the terms of the Lease.**

9. **Common Area Maintenance.** It is understood and agreed between all parties made a part hereto that this Lease Agreement shall be deemed a net / net / net Lease. Lessor shall provide, as needed in the opinion of the Lessor, certain services to the common areas of the property of which the Demised Premises is a part. Said services shall include, but may not be limited to, the cutting of grass, maintenance of landscaping, snow and ice removal, maintenance of sanitary sewer systems,

maintenance of retention basins, general periodic clean-up, replacement of exterior lights and bulbs and / or fixtures, common area lighting, repairs to the parking area, including the main access roads, and seven (7%) percent of all the foregoing costs to cover the Lessor's administrative and overhead costs. Coincidental with these services, Lessor shall bill Lessee, at the option of the Lessor (a) monthly, being one-twelfth (1/12th) portion of the estimated common area charges due, with an adjustment made during the month of January of each year of the Lease to correct the deficiency or overpayment for the prior calendar year; or (b) quarterly (every three [3] months) for Lessee's proportionate share of said common area charges based on the percentage by which the square footage of the Demised Premises bears to the total leased square footage of the building of which the Demised Premises is a part. Any such billings shall be treated as additional rent, and shall be as same in accord with the provisions of this Lease Agreement, including Paragraph 34 of this Lease.

10. Addendum. The Lessor and Lessee agree for themselves, their respective heirs and successors and assigns to the herein described terms and also to those set forth in any Addendum attached hereto, all of which are to be regarded as binding and as strict legal conditions.

11. Consumer Notice. Lessor and Lessee acknowledge that they have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.

12. Inability to give Possession. If Lessor is unable to give Lessee possession of the Demised Premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefore, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended, and if Lessor is unable for any reason to give possession of the Demised Premises within five days of Lessee's demand thereof following commencement of the term hereof Lessee shall have the option, by notice to Lessor, to cancel this Lease Agreement and receive return of any prepaid rents and security deposit in full and final settlement of any and all claims against Lessor, and there shall be no further liabilities on either party.

13. Additional Rent.

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

(b). Taxes. Lessee agrees to pay as additional rent, in addition to the minimum rental hereon reserved, their proportionate share of all taxes (including assessments) assessed or imposed upon the building and property of which the Demised Premises is a part based upon the percentage of which Lessee's square footage bears to the entire square footage of Lessor's space during the term of this Lease, renewals or extensions thereof. Lessee shall pay to Lessor such taxes based on the fiscal year or years of the taxing authorities, or portions thereof during the term hereof (appropriately apportioned for any partial year at the beginning or end of the term hereof). Lessor shall submit to Lessee a copy of any tax bills authorized and prepared by the tax authorities, as well as a bill prepared by Lessor as to Lessee's taxes due. Lessee shall at all times be responsible for and shall pay before delinquency Lessee's county, township, and school real estate taxes assessed against the property, as well as all municipal, county, state or federal taxes assessed against any leasehold interest or any personal property of any kind owned, installed or used by Lessee, as well as all rent, occupancy, transportation,

utility, use, amusement or vending machine taxes, now or hereafter imposed. Said taxes shall be paid by Lessee to Lessor, at the option of the Lessor (a) monthly, being one-twelfth (1/12th) portion of the estimated taxes due, with an adjustment made during the month of January of each year of the Lease to correct the deficiency or overpayment for the prior calendar year; or (b) at least one (1) month before the expiration of the net payment period of said taxes and before penalties are assessed. A bill submitted by Lessor to Lessee shall be conclusive evidence of the amount of taxes assessed or levied, as well as the items taxed.

(c). Fire Insurance. Lessee further agrees to pay to Lessor as additional rent their proportionate share of all fire and extended coverage insurance premiums for coverage upon the Demised Premises and / or the building of which the Demised Premises is a part during the term of this Lease, renewals or extensions thereof, based upon the percentage by which Lessee's square footage bears to the entire square footage of Lessor's space. Lessor agrees to carry policies insuring the improvements on the Demised Premises against fire and such other perils, including liability coverages and excess liability coverages, as are normally covered by Lessor in an amount of at least ninety (90%) percent of the replacement value of such improvements, together with insurance against such other risks (including loss of rent) and in such amounts as Lessor deems appropriate. Lessee agrees to pay to Lessor for said insurance premiums for the Demised Premises during the term of this Lease, renewals or extensions thereof. Such cost of said insurance, as stated above, shall be paid by the Lessee to Lessor as additional rent, in addition to the minimum rental hereon reserved, at the option of the Lessor (a) monthly, being one-twelfth (1/12th) portion of the estimated premiums due, with an adjustment made during the month of January of each year of the Lease to correct the deficiency or overpayment for the prior calendar year; or (b) within thirty (30) days of proof of payment of such insurance. Such insurance shall not include Lessee's furniture, fixtures, equipment or improvements. The amount due hereunder on account of said insurance shall be apportioned for that part of the first and last calendar years covered by the term hereof. Lessee agrees that it will not keep, use, or offer for sale in or upon the Demised Premises any article which may be prohibited by the standard form insurance policy. Lessee agrees to follow the recommendations of the Lessor, or its agents, on conditions that will help to lower the premium rate of insurance. It is further agreed and understood that should the premium rate(s) increase in excess of the rate at the time of making of this Lease, and should said increase be caused by any act or neglect of the Lessee or the nature of Lessee's business, Lessee shall be solely responsible for said increase in said premium(s) due.

(d). Water Rent. Lessee further agrees to pay as additional rent, if there is a metered water connection to the Demised Premises, all charges for water consumed and required for sprinklers upon the Demised Premises and all charges for repairs to the said meter or meters on the Demised Premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

(e). Sewer Rent. Lessee further agrees to pay as additional rent, if there is a metered water connection to the Demised Premises, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the Demised Premises immediately when the same become due.

14.

Affirmative Covenants of Lessee. Lessee covenants and agrees that he will without demand

(a). Payment of Rent. Pay the rent and all other charges herein reserved as rent at the times and at the place that the same are payable, without fail; and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become delinquent, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent, additional rent, and / or any other charges, expenses, or costs herein agreed to be paid by Lessee may be proceeded for and recovered by Lessor by legal process in the same manner as rent

due and in arrears.

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

(c). Requirements of Public Authorities. Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or his use of the Demised Premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure so to do.

(d). Fire. Use every reasonable precaution against fire.

(e). Rules and Regulations. Comply with rules and regulations of Lessor promulgated as hereinafter provided.

(f). Surrender of Possession. Peaceably deliver up and surrender possession of the Demised Premises to the Lessor at the expiration or sooner termination of this Lease, promptly delivering to Lessor at his office all keys for the Demised Premises.

(g). Notice of Fire, etc. Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the Demised Premises, including any and all environmental damage or spillages on or to the Demised Premises.

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

(i). Agency on Removal. The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this Lease, or any renewal thereof, to vacate the herein Demised Premises prior to the expiration of this Lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or reletting of the Demised Premises other than an agent approved by the Lessor and that should Lessee do so, or attempt to do so, the Lessor may remove any signs that may be placed on or about the Demised Premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

(j). Indemnification. Indemnify and save Lessor harmless from any and all loss, claims, actions, damages, liability and expense occasioned by Lessee's breach of any of the covenants, terms and conditions of this Lease, or caused by Lessee's guests, visitors, agents, contractors, and employees, etc.

15.

Negative Covenants of Lessee. Lessee covenants and agrees that he will do none of the following things without first obtaining the consent, in writing of Lessor, which consent Lessor shall not unreasonably withhold, and without providing Lessor with reimbursement for any expenses incurred or incidental to Lessee's proposed action.

(a). Use of Premises. Occupy the Demised Premises in any other manner or for any other purpose than as above set forth.

(b). Assignment and Subletting. Assign, mortgage or pledge this lease or under-let or sub-lease the demised premise, or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge

this lease or sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable, the same shall be a violation of this covenant and considered a default.

(c). **Signs, etc.** Place or allow to be placed any stand, booth, sign or show case upon the doorsteps, vestibules or outside walls or pavements of the Demised Premises, or paint, place, erect or cause to be painted, placed or erected any sign (including pylon), projection or device on or in any part of the property or the Demised Premises, or install or place upon the roof, walls or on any part of the property or Demised Premises a satellite dish, without prior written permission from the Lessor. Should said permission be granted, Lessee will be solely responsible for any cost and effort as may be required for the installation of said sign(s) to include, but not be limited to, the purchase, installation, maintenance, upkeep and removal, if requested by Lessor (and repair after removal of any damage caused by signs) of any such sign(s) placed or erected on the property, building(s) or within the Demised Premises. Further, Lessee shall be responsible to obtain and pay for any governmental licenses and / or permits, as may be required for any such sign(s). All signs of the Lessee shall be maintained by the Lessee, and kept in proper order including lighting, repairs, and / or repainting. Lessor makes no representation as to whether or not signage, or the type or size of signage is permitted by governmental authorities at the Demised Premises or the building or property. Upon termination of this Lease and / or Lessee's vacating of the Demised Premises, Lessee shall, at the option of the Lessor, remove all interior and exterior signage and other advertising material, any satellite dish, projection or device painted, placed or erected, if permission has been granted and restore the walls, roof, etc. to their former conditions making all repairs as reasonably necessary as a result of said removal. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any conditions or covenants of this Lease) Lessor shall have the privilege of removing said stand, booth, sign, show case, satellite dish, projection or device, and restoring said walls, roof, etc. to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(d). **Alterations/Improvements.** Make any alterations, improvements, or additions to the Demised Premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, shall remain upon the Demised Premises at the expiration or sooner determination of this Lease and become the property of Lessor.

(e). **Machinery.** Use or operate any machinery that, in Lessor's opinion, is harmful to any portion of the Demised Premises or disturbing to other tenants occupying other parts thereof.

(f). **Weights.** Place any weights in any portion of the Demised Premises beyond the safe carrying capacity of the structure.

(g). **Fire / Liability Insurance.** Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire and / or liability insurance or any other insurance now in force or hereafter to be placed on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this Lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any flammable substances, including but not limited to gasoline or benzene or any explosive matter of any kind in and about the Demised Premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this Lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the Demised Premises, or any part thereof, or on the building of which the Demised

Premises may be a part, caused in any way by the occupancy of Lessee.

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

(i). Vacate Premises. Vacate or desert the Demised Premises during the term of this Lease, or permit the same to be empty and unoccupied.

16.

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

(a). Inspection of Premises. At all reasonable times, unless emergency action is required, Lessor or Lessor's duly authorized agents to go upon and inspect the Demised Premises and every part thereof, and / or at Lessor's option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises is a part.

(b). Rules and Regulations. At any time or times and from time to time make such reasonable rules and regulations as may be necessary or desirable for the safety, care and cleanliness of the Demised Premises and / or of the building of which the Demised Premises is a part and of real and personal property contained therein and for the preservation of good order. Such rules and regulations shall, when communicated in writing to Lessee, form a part of this Lease.

(c). Sale or Rent Sign / Prospective Purchasers or Tenants. To display a "For Sale" sign at any time, within three months prior to the expiration of this Lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the Demised Premises as Lessor may elect and may contain such matter as Lessor shall require. Persons authorized by Lessor may inspect the Demised Premises at reasonable hours during the said periods.

(d). Discontinue Facilities and Service. Lessor may discontinue at any time, any or all facilities furnished and services rendered by Lessor not expressly covenanted for herein or required to be furnished or rendered by law; it being understood that they constitute no part of the consideration for this Lease.

17.

Responsibility of Lessee.

(a). Lessee agrees to relieve and hereby indemnifies and holds harmless the Lessor from any and all loss, claims, actions, damages, liability, and expense by reason of any injury or damage to any person or property in, on and around the Demised Premises, whether belonging to the Lessee or any other person caused by any fire, breakage, or leakage in any part or portion of the building of which the Demised Premises is a part or from water, rain or snow that may leak into, issue or flow from any part of the Demised Premises, or of the building of which the Demised Premises is a part, from the drains, pipes, or plumbing work of the same, or from any place or quarter (unless such breakage, leakage, injury or damage be caused by or result from the gross negligence of Lessor or its servants or agents) or any actions of Lessee's employees, agents, guests, visitors, contractors, etc. in, or around the Demised Premises.

(b). Lessee also agrees to relieve and hereby indemnifies and holds harmless Lessor from any and all loss, claims, actions, damages, liability, and expense by reason of any damage or injury to any property or to Lessee or Lessee's guests, servants or employees which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways of any kind whatsoever which may exist or hereafter be erected or constructed on the Demised Premises or the sidewalks surrounding the building of which may arise from defective construction, failure of water supply, light, power, electric wiring, plumbing or machinery, wind, lightning, storm or any other cause whatsoever on the Demised Premises or the building of which the Demised Premises is a part (unless

such damage, injury, use, misuse or abuse be caused by or result from the gross negligence of Lessor, its servants or agents) or any actions of Lessee's employees, agents, guests, visitors, contractors, etc. in, on and around the Demised Premises.

18.

Responsibility of Lessor.

(a). Total Destruction of Premises. In the event the Demised Premises are totally destroyed or so damaged by fire or other casualty that, in the opinion of a licensed architect retained by Lessor, the same cannot be repaired and restored within ninety days from the settlement of the claim, this Lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(b). Partial Destruction of Premises. If the damage be only partial and such that the Demised Premises can be restored in the opinion of a licensed architect retained by Lessor, to approximately their former condition within ninety days from the date of the settlement of the claim, Lessor may, at Lessor's option, restore the same with reasonable promptness, reserving the right to enter upon the Demised Premises for that purpose. Lessor also reserves the right to enter upon the Demised Premises whenever necessary to repair damage caused by fire or other casualty to the building of which the Demised Premises is a part, even though the effect of such entry be to render the Demised Premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time Lessor is in possession, taking into account the proportion of the Demised Premises rendered untenable and the duration of Lessor's possession. If a dispute arises as to the amount or rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor, but Lessee shall have the right to proceed by law to recover the excess payment, if any.

(c). Repairs by Lessor. Lessor shall make such election to repair the Demised Premises or terminate this Lease by giving notice thereof to Lessee at the Demised Premises within thirty days from the day Lessor received notice that the Demised Premises had been destroyed or damaged by fire or other casualty.

(d). Damage for Interruption of Use. Except to the extent hereinbefore provided, Lessor shall not be liable for any damage, compensation, or claim by reason of the necessity of repairing any portion of the building, the interruption in the use of the Demised Premises, any inconvenience or annoyance arising as a result of such repairs or interruption, or the termination of this Lease by reason of damage to or destruction of the Demised Premises.

(e). Representation of Condition of Premises. Lessor has let the Demised Premises in their present "as is" condition and without any representations, other than those specifically endorsed hereon by Lessor, through its officers, employees, servants and / or agents. It is understood and agreed that Lessor is under no duty to make repairs, alterations, or decorations at the inception of this Lease or at any time thereafter unless such duty of Lessor shall be set forth in writing endorsed hereon.

(f). Lessor agrees to relieve and hereby indemnifies and holds harmless the Lessee from any and all loss, claims, actions, damages, liabilities and expense by reason of any damage or injury to any person or property which may arise from the use of the parking area on the property of which the Demised Premises is a part.

(g). Zoning. It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the Demised Premises, and nothing in this Lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this Lease shall not terminate without Lessor's consent, and the Lessee shall use the Demised Premises only in a manner permitted under such Zoning Ordinance or Regulation.

19.

Miscellaneous Agreements and Conditions.

(a). Effect of Repairs on Rental. No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this Lease, except to the extent and in the manner hereinbefore provided.

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

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

(d). Failure of Lessee to Repair. In the event of the failure of Lessee promptly to perform the covenants of Section 14(b) hereof, Lessor may go upon the Demised Premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent, including an overhead charge of ten (10%) percent.

(e). Waiver of Subrogation. Lessor and Lessee hereby agree that all insurance policies which each of them shall carry to insure the Demised Premises and the contents therein against casualty loss, and all liability policies which they shall carry pertaining to the use and occupancy of the Demised Premises shall contain waivers for the right of subrogation against Lessor and Lessee herein, their heirs, administrators, successors and assigns.

(f). Security Interest. Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code in all of Lessee's goods and property in, on, or about the Demised Premises. Said security interest shall secure unto Lessor the payment of all rent (and charges collectible or reserved as rent) hereunder which shall become due under the provisions of this Lease. Lessee hereby agrees to execute, upon request of Lessor, such financing statements as may be required under the provisions of the said Uniform Commercial Code to perfect a security interest in Lessee's said goods and property.

20.

Remedies of Lessor. If the Lessee

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

(b). Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

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

(d). Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Lessee or a complaint in equity or other proceedings for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of Lessee shall be levied upon or be sold, or if for any other reason Lessor shall, in good faith, believe that Lessee's ability to comply with the covenants of this Lease, including the prompt payment of rent hereunder, is or may become impaired, thereupon:

(1). The whole balance of minimal base rent due for the entire Lease Term, additional rent, and other charges, payments, costs, and expenses herein agreed to be paid by Lessee, or any part thereof, and also all costs and officers' commissions including watchmen's wages shall be taken to be due and payable and in arrears as if by the terms and provisions of this Lease said balance of rent and other charges, payment, taxes, costs and expenses were on that date, payable in advance. Further, if this Lease or any part thereof is assigned, or if the Demised Premises, or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor as Lessee's agent to collect the rents due from such assignee or sub-lessee and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to any unpaid balance of rent due hereunder; or

(2). At the option of Lessor, this Lease and the terms hereby created shall determine and become absolutely void without any right on the part of Lessee to reinstate this Lease by payment of any sum due or by other performance of any condition, term, or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this Lease, including the cost of reletting and including but not limited to brokerage commissions, fit-out, etc.

21.

Further Remedies of Lessor. In the event of any default as above set forth in Section 20, Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a). May let the Demised Premises or any part or parts thereof to such person or persons as may, in Lessor's discretion, be best; and Lessee shall be liable for any loss of rent for the balance of the then current term. Any such re-entry or re-letting by Lessor under the terms hereof shall be without prejudice to Lessor's claim for actual damages, and shall under no circumstances, release Lessee from liability for such damages arising out of the breach of any of the covenants, terms, and conditions of this Lease.

(b). May proceed as a secured party under the provisions of the Uniform Commercial Code against the goods in which Lessor has been granted a security interest pursuant to Section 19(f) hereof; and

(c). May have and exercise any and all other rights and / or remedies, granted or allowed landlords by any existing or future Statute, Act of Assembly, or other law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such Statute, Act of Assembly, or other law of this state existing for the protection and benefit of tenants; and

(d). May have and exercise any and all other rights and remedies contained in this Lease Agreement, including the rights and remedies provided by Sections 22 and 23 hereof.

22.

CONFESSION OF JUDGMENT FOR MONEY. LESSEE COVENANTS AND AGREES THAT IF THE RENT AND / OR ANY CHARGES RESERVED IN THIS LEASE AS RENT (INCLUDING ALL ACCELERATIONS OF RENT PERMISSIBLE UNDER THE PROVISIONS OF THIS LEASE) SHALL REMAIN UNPAID FIVE (5) DAYS AFTER THE SAME IS REQUIRED TO BE PAID, THEN AND IN THAT EVENT, LESSOR MAY CAUSE JUDGMENT TO BE ENTERED AGAINST LESSEE, AND FOR THAT PURPOSE LESSEE HEREBY AUTHORIZES AND

EMPOWERS LESSOR OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE AND AGREES THAT LESSOR MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2950 ET SEQ. FOR THE RECOVERY FROM LESSEE OF ALL RENT HEREUNDER (INCLUDING ALL ACCELERATIONS OF RENT PERMISSIBLE UNDER THE PROVISIONS OF THIS LEASE) AND / OR FOR ALL CHARGES RESERVED HEREUNDER AS RENT, AS WELL AS FOR INTEREST AND COSTS AND ATTORNEY'S COMMISSION, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT, THIS LEASE, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT. SUCH JUDGMENT MAY BE CONFESSED AGAINST LESSEE FOR THE AMOUNT OF RENT IN ARREARS (INCLUDING ALL ACCELERATIONS OF RENT PERMISSIBLE UNDER THE PROVISIONS OF THIS LEASE) AND / OR FOR ALL CHARGES RESERVED HEREUNDER AS RENT, AS WELL AS FOR INTEREST AND COSTS; TOGETHER WITH AN ATTORNEY'S COMMISSION OF FIVE PERCENT (5%) OF THE FULL AMOUNT OF LESSOR'S CLAIM AGAINST LESSEE. NEITHER THE RIGHT TO INSTITUTE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2950 ET SEQ. NOR THE AUTHORITY TO CONFESS JUDGMENT GRANTED HEREIN SHALL BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, BUT SUCCESSIVE COMPLAINTS MAY BE FILED AND SUCCESSIVE JUDGMENTS MAY BE ENTERED FOR THE AFORESAID SUMS FIVE DAYS OR MORE AFTER THEY BECOME DUE AS WELL AS AFTER THE EXPIRATION OF THE ORIGINAL TERM AND / OR DURING OR AFTER EXPIRATION OF ANY EXTENSION OR RENEWAL OF THIS LEASE.

23.

CONFESSION OF JUDGMENT FOR POSSESSION OF REAL PROPERTY. LESSEE COVENANTS AND AGREES THAT IF THIS LEASE SHALL BE TERMINATED (EITHER BECAUSE OF CONDITION BROKEN DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF AND / OR WHEN THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED) THEN, AND IN THAT EVENT, LESSOR MAY CAUSE A JUDGMENT IN EJECTMENT TO BE ENTERED AGAINST LESSEE FOR POSSESSION OF THE DEMISED PREMISES, AND FOR THAT PURPOSE LESSEE HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR LESSEE AND TO CONFESS JUDGMENT AGAINST LESSEE IN EJECTMENT FOR POSSESSION OF THE HEREIN DEMISED PREMISES, AND AGREES THAT LESSOR MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF PROCEDURE NO. 2970 ET SEQ. FOR THE ENTRY OF AN ORDER IN EJECTMENT FOR THE POSSESSION OF REAL PROPERTY, AND LESSEE FURTHER AGREES THAT A WRIT OF POSSESSION PURSUANT THERETO MAY ISSUE FORTHWITH, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT AND FOR THE ISSUANCE OF A WRIT OR WRITS OF POSSESSION PURSUANT THERETO, THIS LEASE, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT. LESSEE FURTHER COVENANTS AND AGREES, THAT IF FOR ANY REASON WHATSOEVER, AFTER SAID ACTION SHALL HAVE COMMENCED THE ACTION SHALL BE TERMINATED AND THE POSSESSION OF THE PREMISES DEMISED HEREUNDER SHALL REMAIN IN OR BE RESTORED TO LESSEE, LESSOR SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS ABOVE SET FORTH TO COMMENCE SUCCESSIVE ACTIONS FOR POSSESSION OF REAL PROPERTY AND TO CAUSE THE ENTRY OF SUCCESSIVE JUDGMENTS BY CONFESSION IN EJECTMENT FOR POSSESSION OF THE PREMISES DEMISED HEREUNDER.

24. **AFFIDAVIT OF DEFAULT.** IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESSION FOR MONEY PURSUANT TO SECTION 22 HEREOF, OR TO ENTER JUDGMENT BY CONFESSION IN EJECTMENT FOR POSSESSION OF REAL PROPERTY PURSUANT TO SECTION 23 HEREOF, IF LESSOR SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT OR AVERMENT OF THE FACTS CONSTITUTING THE DEFAULT OR OCCURRENCE OF THE CONDITION PRECEDENT, OR EVENT, THE HAPPENING OF WHICH DEFAULT, OCCURRENCE, OR EVENT AUTHORIZES AND EMPOWERS LESSOR TO CAUSE THE ENTRY OF JUDGMENT BY CONFESSION, SUCH AFFIDAVIT OR AVERMENT SHALL BE CONCLUSIVE EVIDENCE OF SUCH FACTS, DEFAULTS, OCCURRENCES, CONDITIONS PRECEDENT, OR EVENTS; AND IF A TRUE COPY OF THIS LEASE (AND OF THE TRUTH OF WHICH SUCH AFFIDAVIT OR AVERMENT SHALL BE SUFFICIENT EVIDENCE) BE FILED IN SUCH PROCEDURE OR ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM, OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

25. **WAIVERS BY LESSEE OF ERRORS, RIGHT OF APPEAL, STAY, EXEMPTION, INQUISITION.** LESSEE HEREBY RELEASES TO LESSOR AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR LESSEE ALL ERRORS IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESSION BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED IN THIS LEASE, AND ALL LIABILITY THEREFOR. LESSEE FURTHER AUTHORIZES THE PROTHONOTARY OR ANY CLERK OF ANY COURT OF RECORD TO ISSUE A WRIT OF EXECUTION OR OTHER PROCESS, AND FURTHER AGREES THAT REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION OR OTHER PROCESS. IF PROCEEDINGS SHALL BE COMMENCED TO RECOVER POSSESSION OF THE DEMISED PREMISES EITHER AT THE END OF THE TERM OR SOONER TERMINATION OF THIS LEASE, OR FOR NON-PAYMENT OF RENT OR FOR ANY OTHER REASON, LESSEE SPECIFICALLY WAIVES THE RIGHT TO THE THREE (3) MONTHS' NOTICE TO QUIT AND / OR THE FIFTEEN (15) OR THIRTY (30) DAYS' NOTICE TO QUIT REQUIRED BY THE ACT OF APRIL 6, 1951, P.L. 69, AS AMENDED, AND AGREES THAT FIVE (5) DAYS' NOTICE SHALL BE SUFFICIENT IN EITHER OR ANY SUCH CASE.

26. **RIGHT OF ASSIGNEE OF LESSOR.** THE RIGHT TO ENTER JUDGMENT AGAINST LESSEE BY CONFESSION AND TO ENFORCE ALL OF THE OTHER PROVISIONS OF THIS LEASE HEREIN PROVIDED FOR MAY AT THE OPTION OF ANY ASSIGNEE OF THIS LEASE, BE EXERCISED BY ANY ASSIGNEE OF THE LESSOR'S RIGHT, TITLE AND INTEREST IN THIS LEASE IN HIS, HER, OR THEIR OWN NAME, ANY STATUTE, RULE OF COURT, CUSTOM, OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

Regardless of anything to the contrary in Paragraphs 22 through 26, prior to Lessor confessing judgment, Lessor will notify the Lessee in writing of the default by any "proof of delivery carrier" and Lessee will have twenty (20) days from receipt of the default notice to cure the default.

27. **Remedies Cumulative.** All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this Lease or the taking or recovering possession of the Demised Premises shall deprive Lessor of any of its

remedies or actions against the Lessee for rent due at the time or which, under the terms hereof would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the Demised Premises.

28. Condemnation. In the event that the Demised Premises, or any part thereof, is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire Demised Premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the Demised Premises.

29. Subordination. This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to all mortgages and other encumbrances now or hereafter placed upon the Demised Premises or upon the land and / or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this Lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

30. Notices. All notices must be given by certified mail, return receipt requested, or by any proof of delivery carrier.

31. Lease Contains all Agreements. It is expressly understood and agreed by and between the parties hereto that this Lease and any riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his Agent and the Lessee relative to the Demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them or other than herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

32. Heirs and Assignees. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "his" and "him" wherever stated herein, shall be deemed to refer to the "Lessor" or "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

33. Headings no part of Lease. Any headings or captions preceding the text of the several paragraphs, sub-paragraphs or sections hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease nor shall they affect its meaning, construction or effect if any questions of intent should arise.

In the event of any conflict between the provisions of any Addendum and the provisions of this Lease,

the provisions of the Addendum shall control and shall be given full force and effect without regard to any conflicting or contrary provisions. Any ambiguity in this Lease, or in any addendum and / or amendment to this Lease, shall be construed in favor of Lessor.

34. **Late Charge.** Lessee agrees to pay immediately to Lessor a late charge of six (6%) percent of the gross monthly rental for rents not received by Lessor by the 10th of the month. All rents are due on the first of each month. A charge of \$50.00 is applicable for any checks returned from the bank, for whatever reason. Further, no payment by Lessee or receipt by Lessor, or Lessor's Agent, of a lesser amount than any installation or payment of rent or additional rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment shall be deemed an accord and satisfaction. Lessor, or Lessor's Agent, may accept such check or payment without prejudice to Lessor's right to recover the balance of such installment or payment due, or pursue any other remedies available to Lessor.

35. **Liability and Property Damage Insurance.** During the term of this Lease and any extensions or renewals thereof, Lessee shall keep in full force and effect a policy of Commercial General Liability insurance in which the limits of Bodily Injury shall not be less than \$1,000,000.00 per occurrence, and on which the Property Damage limit shall not be less than \$1,000,000.00 per occurrence. The insurance carrier and the form and substance of the policy shall be to the satisfaction of the Lessor and copy of the policy or a Certificate of Insurance shall be delivered to the Lessor's Agent. The insurance carrier shall be a responsible insurance carrier authorized to do business in the State of Pennsylvania. It shall have a policy holders rating of no less than "A" in the most current edition of Best's Insurance Report. Said policy shall name Lessor, Lessor's Agent, and any persons, firms or corporations designated by Lessor, and Lessee, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice.

36. **Licenses and Permits.** Lessee, at Lessee's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which shall impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the Demised Premises. This shall include, but will not be limited to, obtaining whatever permits and / or licenses which may be required by Lessee to operate from this location, any permits and / or licenses which may be required for the installation of signs, and compliance with the Americans of Disabilities Act relating to Lessee's use and occupancy of the Demised Premises. Lessee's responsibility and compliance with this Section shall also include any present and future governmental or quasi-governmental directives (including without limitation those requirements of the Occupational Safety and Health Administration that relate to the Demised Premises) including but not limited to the indoor air quality of the Demised Premises and the maintenance of any heating, ventilating, and air conditioning equipment or system for which the Lessee is responsible pursuant to this lease. Lessee's failure to comply with any such law, order, ordinance, rule, regulation or directive above mentioned may be considered an Event of Default under this lease.

37. **"As Is" Condition.** It is agreed and understood that the Demised Premises is being leased in "As Is" condition, except Lessor will deliver the Demised Premises with all electrical, plumbing, HVAC and mechanical systems in good working order. If the HVAC breaks down during the first year of the Lease Agreement, and cannot be repaired by a certified HVAC contractor, Lessor, at Lessor's sole cost and expense, will replace the HVAC unit with like, provided that Lessee has maintained the HVAC unit and can provide proof of services. Lessee accepts the responsibility for any renovations, alterations, improvements and decorating that Lessee may require in the performance of Lessee's

business. Lessee agrees not to damage any part of portion of the Demised Premises, or the building of which the Demised Premises forms a part, in the process of installing or constructing any such improvements. Further, Lessee is responsible for repairs, replacements and maintenance, as may be necessitated during the term of this Lease, with the exception of the roof, structural members, and all outside walls of the Demised Premises of which Lessor is solely responsible, provided Lessee, its employees, invitees, etc. are not negligent. In this event, any such repairs, replacements or maintenance, if necessary, shall be borne exclusively by Lessee. Lessee moreover has no rights whatsoever to said roof area and shall not, in any way, cause to have any appurtenances attached thereto. If Lessee should disturb the roof in any manner which would affect the Lessor's roof guarantee, the Lessee shall be responsible to repair or replace the roof and to satisfy said guarantee.

Any primary or underground plumbing, primary electrical work, or work beyond the Demised Premises area, as well as roof, exterior walls and floor penetrations, must be completed or approved in writing by the Lessor, at the sole cost and expenses of the Lessee. Should the Lessor elect to provide this service work, Lessor will be competitive and reasonable in price, materials and quality of workmanship. All other work on the interior of the Demised Premises, including but not limited to any special plumbing, electrical, partitions, floor coverings and decorating, shall be the responsibility of the Lessee.

The Lessee shall submit plans for all improvements to be done by the Lessee for Lessor's approval before any work is begun, and all work is to be done by approved contractors in a workmanship manner in both work and materials as approved by the Lessor. Lessor's approval of any plans, specifications and / or working drawings for Lessee's alterations or improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency, or compliance with all laws, rules and regulations now in force, or which may hereafter be in force of governmental agencies or authorities.

It is agreed and understood that the Lessee agrees to release and forever discharge, indemnify and hold harmless Lessor, or its agents, from any liability arising from or resulting from the acts of the Lessee or any of Lessee's agents, servants, workmen, sub-contractors, and / or employees at the Demised Premises, performing any work and / or services for or on behalf of Lessee.

38. Utilities and Maintenance. Lessee shall be solely responsible for, agrees to contract with, and promptly pay all charges for heat, water, gas, sewer, electricity, trash, telephone, or any other utility or other service rendered, used or consumed in the Demised Premises, and service inspections made thereof, whether called charge, tax, assessment, fee or otherwise. Lessee shall also pay any "fire company charge" imposed with respect to the Demised Premises.

Should the Lessor elect to supply the water, gas, heat, electricity, trash, sewer or any other utility used or consumed in the Demised Premises, Lessee agrees to purchase and pay for the same as additional rent at rates which will not exceed those rates filed by the proper regulatory authorities. In no event shall the Lessor be liable for an interruption or failure in the supply of any such utilities to the Demised Premises. Each such additional rent charge for water, gas, heat, electricity, trash, sewer and other utilities shall be due and payable by Lessee to Lessor within ten (10) days after Lessor has sent Lessee a bill for that charge. Should Lessee fail to make any such payment when due, Lessor shall have the right (i) to collect such sums to be considered additional rent and collectible from Lessee as such, by distress or other process (including execution on confessed judgments as set forth above in this Lease) and to have all the priorities given by law to claims for rent; and (ii) to disconnect and / or discontinue, in accordance with any applicable law, any utility or service for which such payment was

due.

Notwithstanding the above, at Lessor's option, Lessor may elect to bill for electric, gas, water and/or sewer on a monthly basis (either actual or estimated with an adjustment when actual bill is received) and Lessee must comply with the same.

Lessee further covenants and agrees throughout the term of this Lease Agreement, any extensions or renewals thereof, that this is a net/net/net lease and that Lessee will be responsible to maintain the Demised Premises in good repair, order and condition, at its sole cost and expense, excluding any normal maintenance as may be required to the structural members, exterior walls, or roof of the Demised Premises, provided Lessee is not negligent, but including all floors, interior walls, partitions, ceilings, doors of all types, locks, closures, and hinges, all lighting (including the replacement of light bulbs), all glass including windows, all electrical, heat, ventilating, and air conditioning systems, as well as all utilities and plumbing systems servicing the Demised Premises, and any equipment and appurtenances thereof, making all repairs and / or replacements thereto as may be required or necessary, with materials of like quality.

In addition, Lessee herein shall be responsible to have the heating system serviced a minimum of once a year, along with having the air conditioning systems / units serviced at least four (4) times per year. Said servicing shall be at the sole cost and expense of Lessee, shall be performed by a reputable heating and / or air conditioning contractor, and copies of said contract shall be submitted to Lessor by Lessee annually. Should the Lessee fail to service said systems, then this work may be done by the Lessor, and immediate payment as well as a service charge of ten (10%) percent shall be due from the Lessee for such work and / or repairs.

The entire Demised Premises shall be kept clean and free from snow, ice, dirt, weeds (including maintenance of lots, grass plots, sidewalks, exterior entrances, and lighting), graffiti and rubbish by the Lessee to the satisfaction of the Lessor.

Further, the Lessee shall be responsible for the cleanliness of the Demised Premises and shall be responsible, at Lessee's sole cost and expense, for the separation, recycling, and removal of Lessee's waste materials to conform with any and all governmental rules and regulations thereto. Lessee shall also be responsible for any Waste Generation Fee imposed by any governmental authority. It is further agreed that the Lessor may request Lessee to empty trash daily, and if necessary, in Lessor's opinion, to temporarily store within the Demised Premises any trash or garbage refuse until disposal of by Lessee's trash collector. Lessor may request special disposal exclusive for Lessee's use in order to prevent odors and unhealthy conditions. If so requested, such special disposal will be at the Lessee's full cost and expense. Lessor shall have the right to designate the location of all dumpsters, and Lessee agrees to comply with all Board of Health rules and regulations.

Also, should the Lessor so deem, there may be installed a common area dumpster for the removal of garbage refuse matter, and should said dumpster be installed, the Lessee shall pay its appropriate share based upon Lessee's usage, and shall be billed accordingly.

39.

Sprinkler. Inasmuch as the Demised Premises contains a wet sprinkler system and to the extent that the Demised Premises is sprinklered, Lessor agrees to provide any periodic maintenance of said sprinkler system as required from time to time, unless damage thereto is caused by Lessee, its agents, servants, employees, and / or invitees. Further, any damage resulting from the activation of the sprinkler system within the Demised Premises shall be at the absolute risk of the Lessee, with no

obligation to the Lessor resulting thereof. In addition, Lessor shall be held harmless from any claim by Lessee due to the failure of the sprinkler system to adequately function. Lessee shall pay for all maintenance, including any fire service charge, water company charge, and any monitoring from the sprinkler system. Also, Lessee shall maintain heat in the Demised Premises so as to prevent the sprinkler system from freezing.

40. **Environmental Matters.** Lessor represents to Lessee that to the best of their knowledge that no hazardous waste or hazardous substances, or other substances contrary to the Pennsylvania Department of Environmental Protection (PADEP), the Environmental Protection Agency (EPA), or any other federal, state, or local authority having jurisdiction or having regulations, have been previously buried or dumped on the Demised Premises. Furthermore, Lessee represent and warrants that they will not dump, bury, or contaminate the property with any hazardous waste or hazardous substances, or other substances contrary to the Pennsylvania Department of Environmental Protection (PADEP), Environmental Protection Agency (EPA), or any other federal, state, or local authority regulations. Lessee is obligated to notify Lessor immediately, in writing, of any spillage or acts which would affect the Demised Premises or surrounding property, as well as supplying Lessor with a copy of any Notice received by Lessee regarding same. Lessee also agrees and understands that should they, their agents, invitees, guests, visitors, employees, etc. be in violation of any laws concerning the handling of materials known to be hazardous or having toxic characteristics and should such materials be dumped, buried, or spilled into the air, soil, surface water, or ground water of the Demised Premises, then it shall be the sole responsibility of the Lessee to correct said condition to the satisfaction of the Lessor and the Pennsylvania Department of Environmental Protection (PADEP), the Environmental Protection Agency (EPA), and any other authority having jurisdiction, and the Lessor may cancel this lease. Lessee shall remain liable for any environmental condition related to its operation and occupancy regardless of when such conditions are discovered and agrees to indemnify and hold harmless Lessor and Lessor's Agent herein. The provisions of this Section shall survive expiration or termination of this Lease.

41. **Pest Control.** Lessee agrees that they shall hire a reputable pest control contractor (as approved by Lessor) to treat both the Demised Premises as well as the adjoining premises on either side of the Demised Premises, if needed, at Lessee's sole cost and expense. Lessee shall supply to Lessor a copy of their pest control contract prior to opening and shall keep said pest extermination contract in full force and effect for the entire term of this Lease and any extensions thereof. Said contract shall allow for extermination services to be performed a minimum of once a month or as often as needed and shall include the extermination of all types of pests, insects, and rodents. At Lessor's sole discretion, if evidence of pest infestation is evident, Lessee shall increase pest control treatment more frequently than monthly, until the problem of pests or rodents is corrected. Any additional costs shall be the sole responsibility of the Lessee.

42. **Odors and Emissions.** It is agreed and understood that as the Demised Premises is located in a multi-tenant facility it is imperative that odors, noise, or any other emissions and / or nuisance which may originate from the Lessee's operation shall not permeate beyond the walls of the Demised Premises. Lessee shall be responsible for controlling said odors, noise, emissions and / or nuisance, including the installation of necessary sound and odor controlling devices, if necessary, as may be determined by Lessor.

43. **Security Systems.** Should the Lessee install or should there presently be a security system of any type in Lessee's Demised Premises, then said security system shall remain a part of the real estate and be turned over to Lessor at the termination of this lease, including any keys and / or combinations,

without any cost to Lessor, for his use or for use by subsequent tenants. Should the Lessee be requested to remove said security systems, or be given permission to remove said security system by the Lessor, then it shall be the Lessee's obligation at their sole cost and expense to replace any and all moldings on windows, doors and walls which have been penetrated by the installation of the security system to their original condition.

44. **Pinball, Electronic Games.** Lessee agrees that at no time during the term of this Lease Agreement or any extensions thereof, shall they install or permit to be used in the Demised Premises gum machines, electronic games, vending machines, or games of chance of any description, without first having prior written permission from the Lessor. Lessee also agrees that at no time during the term of this Lease or any extensions thereof, shall they allow the use of the Demised Premises for the sale, use, or display of video cassettes, video products or accessories, narcotics or any illegal or controlled substances, adult books or adult materials, nor to be used as a massage parlor or any offensive or illegal use, which in the sole opinion of the Lessor may be determined as offensive or illegal.

45. **Landlord / Lessor's Liability.** Lessor's responsibility under this Lease shall be limited to its interest in the Demised Premises, and no members of Lessor's partnership shall be personally liable hereunder. Lessee agrees to look solely to Lessor's interest in the Demised Premises for the collection of any judgment, and, in entering any such judgment, the person entering same shall request the prothonotary to mark the judgment index accordingly. If the Demised Premises is transferred or conveyed, Lessor shall be relieved of all covenants and obligations under this lease thereafter, provided that notice of said transfer or conveyance is given to Lessee by Lessor.

46. **Estoppel Certificate.** Either party shall, at any time and from time to time, within twenty (20) days following the written request from the other, execute, acknowledge, and deliver to the requesting party a written statement certifying that this lease is in full force and effect and unmodified (or, if modified, stating that nature or such modification), certifying the date to which the rent reserved hereunder has been paid, and certifying that there are not, to the certifying party's knowledge, any uncured defaults or unpaid charges on the part of the other party, or specifying such defaults or unpaid charges if any are claimed, and certifying such other information as the requesting party shall reasonable request. Any such statement may be relied upon by any lending institution or by any prospective purchaser or mortgagee on all or any part of the building or land on which the building is situated. The failure to deliver such statement within said twenty (20) day period shall be conclusive that this lease is in full force and effect and unmodified, and that there are no uncured defaults in requesting party's performance hereunder.

47. **Non-Foreign / OFAC Certification.** Lessee hereby certifies that Lessee is not a non-resident alien, or foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as these terms are defined in the Internal Revenue Code and Income Tax Regulations); that Lessee's Social Security number or Federal Income Tax Number and Lessee's home or office address are as set forth in this Lease Agreement. Lessee acknowledges that this certification may be disclosed to the Internal Revenue Service pursuant to federal law.

Further, Lessee certifies that:

- (a). Lessee is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office

of Foreign Assets Control; and

(b). Lessee is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

Lessee hereby agrees to defend, indemnify, and hold harmless Lessor, and Lessor's Agent, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

48. **Corporate Ownership.** If at any time during the term of this Lease any part or all of the corporate or limited liability shares of Lessee shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Lessee by the person or persons owning a majority of said corporate or limited liability shares on the date of this Lease, Lessee shall promptly notify Lessor in writing of such change, and Lessor may terminate this Lease at any time after such change in control by giving Lessee ninety (90) days prior written notice of such termination.

49. **Common Parking Area.** Lessee shall have the non-exclusive use in common with the Lessor, other tenants, their guests and invitees, of the automobile parking areas, driveways, and footways, subject to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor shall have the right to designate parking areas for the use of the building tenants and their employees, and the Lessee and their employees shall not park in parking areas not so designated specifically including driveways, fire lanes, loading / unloading areas, walkways and building entrances. Lessee agrees that upon written notice from Lessor, it will furnish to Lessor, within five (5) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of the Lessee and its employees. Lessor nor its Agent shall not be liable for any vehicles of the Lessee or its employees that the Lessor or Lessor's Agent shall have towed from the premises when illegally parked. Lessor, nor Lessor's Agent, will not be liable for damage to vehicles in the parking areas or for theft of vehicles, personal property from vehicles, or equipment of vehicles.

50. **Option to Renew.** Lessee shall have the right to renew this lease for one (1) renewal term of five (5) years, commencing on the day following the end of the initial five (5) year term hereof, on the same terms and conditions as are in effect immediately prior to the expiration of said initial term except for the adjustment of the Minimum Rent as hereinafter set forth provided that:

(A). Lessee shall give Lessor a written notice of Lessee's election to renew for the renewal term of at least six (6) months prior to the expiration of the initial term; and

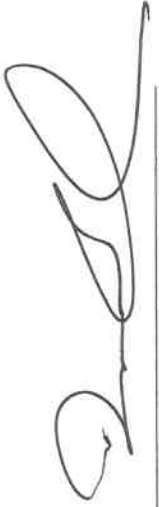
(B). Option to Renew for one renewal term of five (5) years with 3% increases each year in the Option Period.

LESSEE HAS CAREFULLY READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS LEASE AND ANY ADDENDUM TO THIS LEASE, INCLUDING THE PROVISIONS CONCERNING ENTRY OF AND EXECUTION ON CONFESED JUDGMENT. IN NEGOTIATING THIS ARMS-LENGTH COMMERCIAL LEASE, LESSEE HAS EITHER BEEN REPRESENTED BY COUNSEL OR HAS DELIBERATELY CHOSEN, FOR BUSINESS REASONS, NOT TO BE REPRESENTED BY COUNSEL.

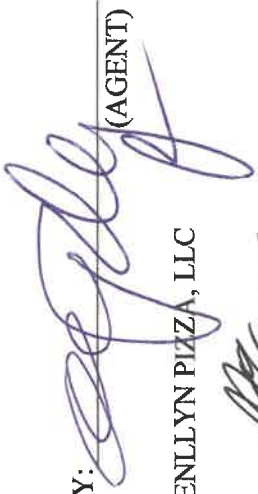
In Witness Whereof, the parties hereto have executed these presents this 16th April day of two thousand fourteen (2014), and intend to be legally bound thereby.

TORNETTA REALTY CORP.

WITNESS:



BY:


(AGENT)

PENLLYN PIZZA, LLC



BY:

Migel Garcia
President

(LESSEE)


Frank W. Comfort
(LESSOR)
Grace A. Comfort
(LESSOR)

4.15.14

EXTENSION OF LEASE

THIS AGREEMENT made this 29th day of January, 2024, between TORNETTA REALTY CORP., Agent for the Estate of and Grace A. Comfort (Lessor/ Owner), and PENLLYN PIZZA, LLC (Lessee/Tenant).

WITNESSETH:

WHEREAS, by Lease Agreement dated April 15, 2014, as amended and extended, TORNETTA REALTY CORP., Agent for the Estate of Grace Comfort, did lease to Tenant all that certain store premises deemed to be 1,360± sq. ft. in the Penn Bell Plaza Shopping Center, with an address of 401 Penlllyn-Blue Bell Pike, Blue Bell, PA 19422, in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania.

WHEREAS, Tenant desires an extension of the current term of said Lease for a further five (5) year term beginning June 1, 2024 and ending May 31, 2029.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions hereinafter recited, the parties hereto, intending to be legally bound, hereby agree as follows:

1.) The term of the above-mentioned Lease Agreement is hereby extended and continued for a five (5) year term beginning June 1, 2024, and ending May 31, 2029.

2.) The minimum monthly rental payment which shall become due for the term of this Extension shall be paid as follows:

Term	Rent/SF	Monthly Payment	Annual Rent
06-01-2024 to 05-31-2025	\$21.53	\$2,440.06	\$29,280.80
06-01-2025 to 05-31-2026	\$21.96	\$2,488.80	\$29,865.60
06-01-2026 to 05-31-2027	\$22.40	\$2,538.67	\$30,464.00
06-01-2027 to 05-31-2028	\$22.85	\$2,589.67	\$31,076.00
06-01-2028 to 05-31-2029	\$23.31	\$2,641.80	\$31,701.60

3.) Except as herein provided, all other terms, covenants, conditions and stipulations contained in the aforementioned Lease Agreement, as amended, modified, and extended, are to be continued during said extended term with like effect and to all legal intents and purposes as if included in a new and formal Indenture of Lease containing identical terms, covenants, conditions and stipulations as in the original Lease Agreement above mentioned except as herein modified, until such time as the expiration of the term is hereby extended, and the same is hereby ratified and confirmed.

TENANT HAS CAREFULLY READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THE AFOREMENTIONED LEASE AND ANY ADDENDUM AND THIS EXTENSION OF LEASE, INCLUDING THE PROVISIONS CONCERNING ENTRY OF AND EXECUTION ON CONFESED JUDGMENT. IN NEGOTIATING THE AFOREMENTIONED ARMS-LENGTH COMMERCIAL LEASE AND THIS EXTENSION OF LEASE, TENANT HAS EITHER BEEN REPRESENTED BY COUNSEL OR HAS DELIBERATLY CHOSEN, FOR BUSINESS REASONS, NOT TO BE REPRESENTED BY COUNSEL.

4.) CONFESSION OF JUDGMENT. IT IS AGREED AND UNDERSTOOD THAT THE FOLLOWING PARAGRAPHS OF THE LEASE AGREEMENT ARE HEREBY RESTATED BELOW, AND MADE A PART HEREOF: Paragraphs 22, 23, 24, 25 and 26 (Attached hereto as "Exhibit A").

1. Tenant has executed and delivered a Lease Agreement ("Lease") for the leased premises and the Property and this Extension pertaining to Tenant's duties and obligations under the Lease, and said duties and obligations are so extended. As an additional and material inducement to Owner's entering into the Lease, Owner has required, and Tenant has agreed to give to Owner warrants of attorney to confess judgment against Tenant to collect amounts due under the Lease, and, as to Tenant, to take possession of the Property and eject Tenant from the Property. This document is executed and delivered to Owner by Tenant to show they are knowingly, intelligently and voluntarily waiving the right

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of March, 2024.

Tornetta Realty Corp., Agent

BY: 

BY: 

Frank W. Comfort, Jr.
Executor of the Estate of Grace W.
Comfort, deceased (OWNER)

Penllyn Pizza, LLC

By: 

Miguel Garcia, President (TENANT)

By: 

(TENANT)

POSSESSION CONTAINED IN THE LEASE ARE PROVISIONS PERMITTING OWNER TO ENTER JUDGMENT BY CONFESSION AGAINST TENANT.

(B) THE LEASE CONTAINS PROVISIONS PERMITTING OWNER TO ENTER JUDGMENT AND TAKE POSSESSION OF THE PROPERTY AND THE LEASE AND EACH CONTAINS PROVISIONS PERMITTING OWNER TO ENTER JUDGMENT AND IMMEDIATELY SEIZE PROPERTY OF TENANT, IN FULL OR PARTIAL PAYMENT WITHOUT EITHER NOTICE OR A HEARING;

(C) BY SIGNING THE LEASE CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL GIVE UP THE RIGHT TO ANY NOTICE (EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THE RESPECTIVE DOCUMENT) OR OPPORTUNITY TO BE HEARD PRIOR TO THE ENTRY OF A CONFESSED JUDGMENT FOR POSSESSION ON THE RECORDS OF THE COURT;

(D) BY SIGNING THE LEASE CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT AGREES OWNER CAN ENTER JUDGMENT PRIOR TO PROOF OF DEFAULT ON THE PART OF TENANT;

(E) BY SIGNING THE LEASE CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL SUBJECT CERTAIN OF ITS ASSETS TO EXECUTION (AND SHERIFF'S SALE) AND TO A GRANT OF POSSESSION OF THE PROPERTY TO OWNER PRIOR TO PROOF BY OWNER OF DEFAULT ON THE PART OF THE TENANT;

(F) BY SIGNING THE LEASE CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL NOT BE ABLE TO CHALLENGE A JUDGMENT ENTERED BY CONFESSION FOR POSSESSION, EXCEPT BY PROCEEDING TO OPEN OR STRIKE THE JUDGMENT. SUCH A PROCEEDING MAY RESULT IN ATTORNEY'S FEES AND COSTS WHICH TENANT MAY HAVE TO PAY.

5. TENANT ACKNOWLEDGES, KNOWS AND UNDERSTANDS THAT IT IS THE CONFESSION OF JUDGMENT CLAUSE(S) IN THE LEASE WHICH GIVE(S) OWNER THE RIGHTS ENUMERATED IN SUBPARAGRAPHS A THROUGH F ABOVE. IF TENANT DOES NOT SIGN THE LEASE WHICH CONTAINS CONFESSION OF JUDGMENT CLAUSE(S), TENANT UNDERSTANDS THE NON-SIGNING PARTY WOULD HAVE THE FOLLOWING RIGHTS:

(A) THE RIGHT TO HAVE NOTICE AND AN OPPORTUNITY TO BE HEARD PRIOR TO ENTRY OF JUDGMENT;

(B) THE RIGHT TO HAVE OWNER BEAR THE BURDEN OF PROVING A DEFAULT BEFORE TENANT'S PROPERTY COULD BE EXPOSED TO EXECUTION ON THE JUDGMENT OR BEFORE OWNER COULD TAKE POSSESSION OF THE DEMISED PREMISES;

(C) THE RIGHT TO AVOID THE ADDITIONAL EXPENSE OF ATTORNEY'S FEES AND COSTS INCIDENT TO THE OPENING OR STRIKING OF A CONFESSED JUDGMENT.

6. Tenant, with full and complete understanding of these rights which Tenant understands it gives up, waives, relinquishes, and abandons respectively by signing and delivering, as applicable, the Lease ~~NEVER THELESS~~ FREELY, KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY CHOOSES TO SIGN THE LEASE, AS APPLICABLE, WITH THE INTENTION TO GIVE UP, WAIVE, RELINQUISH, AND ABANDON ITS KNOWN RIGHTS (AS DESCRIBED IN PARAGRAPH 3 ABOVE) AND TO SUBJECT EACH OF THEM TO THE CIRCUMSTANCES DESCRIBED IN PARAGRAPH 2 ABOVE.

7. Tenant acknowledges, represents and warrants to Owner as follows:

(A) Tenant's annual income exceeds \$10,000;

(B) Tenant has received a copy of this disclosure document at the time of signing;

(C) ~~The Lease~~ is a contract entered into for business purposes.

CONFESSION OF JUDGMENT
EXPLANATION AND DISCLOSURE OF RIGHTS/WAIVERS

Owner: Estate Grace W. Comfort, deceased, Frank W. Comfort, Jr., Executor

Tenant: Miguel Garcia, d/b/a Penllyn Pizza, LLC, 401 Penllyn Blue Bell Pike,
Blue Bell, PA 19422

Lease: Dated April 15, 2014, as extended by a Amendment and Extension to
Lease Agreement of even date with this Disclosure (the "Extension") for
Premises consisting of approximately 1,360± square feet, situate 401
Penllyn-Blue Bell Pike, in the township of Lower Gwynedd, County of
Montgomery, State of Pennsylvania ("Property")

1. Tenant has executed and delivered the Amendment of even date. As an additional and material inducement to Owner's agreeing to the terms and conditions of the Amendment, Owner has required, and Tenant has agreed to give Owner a warrant of attorney to confess judgment against Tenant to take possession of the Premises and eject Tenant from the Premises. This disclosure is executed and delivered to Owner by Tenant to show that Tenant is knowingly, intelligently and voluntarily waiving the right to notice and hearing prior to the entry of the confessed judgment(s) and such other rights Tenant may have if a warrant of attorney to confess judgment for possession were not included in the Amendment.

2. Tenant clearly and specifically acknowledges, understands and agrees as follows:

(A) THE WARRANTS OF ATTORNEY TO CONFESS JUDGMENT FOR POSSESSION CONTAINED IN THE AMENDMENT ARE PROVISIONS PERMITTING OWNER TO ENTER JUDGMENT BY CONFESSION AGAINST TENANT;

(B) THE AMENDMENT CONTAINS PROVISIONS PERMITTING OWNER TO ENTER JUDGMENT AND TAKE POSSESSION OF THE PREMISES WITHOUT EITHER NOTICE OR A HEARING;

(C) BY SIGNING THE AMENDMENT CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL GIVE UP THE RIGHT TO ANY NOTICE (EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THE LEASE) OR OPPORTUNITY TO BE HEARD PRIOR TO THE ENTRY OF A CONFESSED JUDGMENT FOR POSSESSION ON THE RECORDS OF THE COURT;

(D) BY SIGNING THE AMENDMENT CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT AGREES OWNER CAN ENTER JUDGMENT PRIOR TO PROOF OF NON-PAYMENT OR OTHER DEFAULT UNDER THE AMENDMENT ON THE PART OF TENANT;

(E) BY SIGNING THE AMENDMENT CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL BE SUBJECT TO A GRANT OF POSSESSION OF THE PREMISES TO OWNER PRIOR TO PROOF BY OWNER OF NON-PAYMENT OR OTHER DEFAULT UNDER THE AMENDMENT ON THE PART OF THE TENANT;

(F) BY SIGNING THE AMENDMENT CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL NOT BE ABLE TO CHALLENGE A JUDGMENT ENTERED BY CONFESSION FOR POSSESSION, EXCEPT BY PROCEEDING TO OPEN OR STRIKE THE JUDGMENT. SUCH A PROCEEDING MAY RESULT IN ATTORNEY'S FEES AND COSTS WHICH TENANT MAY HAVE TO PAY.

(A) THE RIGHT TO HAVE NOTICE AND AN OPPORTUNITY TO BE HEARD PRIOR TO ENTRY OF JUDGMENT;

(B) THE RIGHT TO HAVE OWNER BEAR THE BURDEN OF PROVING A DEFAULT BEFORE SUCH OWNER COULD TAKE POSSESSION OF THE PREMISES;

(C) THE RIGHT TO AVOID THE ADDITIONAL EXPENSE OF ATTORNEY'S FEES AND COSTS INCIDENT TO THE OPENING OR STRIKING OF A CONFESSIONED JUDGMENT.

4. Tenant, with full and complete understanding of these rights which Tenant gives up, waives, relinquishes, and abandons respectively by signing and delivering the Amendment, NEVERTHELESS FREELY, KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY CHOOSES TO SIGN THE AMENDMENT WITH THE INTENTION TO GIVE UP, WAIVE, RELINQUISH, AND ABANDON TENANT'S KNOWN RIGHTS (AS DESCRIBED IN PARAGRAPH 3 ABOVE AND TO SUBJECT TENANT TO THE CIRCUMSTANCES DESCRIBED IN PARAGRAPH 2 ABOVE.

5. Tenant acknowledges, represents and warrants to Owner as follows:

(A) Tenant received a copy of this disclosure document at the time of signing;

(B) The Amendment is a contract entered into for business purposes;

(C) Tenant's income exceeds \$10,000 per annum.

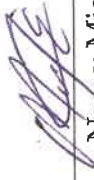
6. This instrument may be signed in one or more counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, Tenant, intending to be legally bound, has executed this disclosure this 8th day of March, 2024.

We have read this form in its entirety and understand its contents and have received a copy.

PENLLYN PIZZA

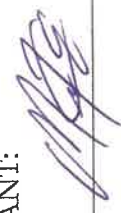
TENANT:

By:  (SEAL)

Name: Miguel Garcia

Its:

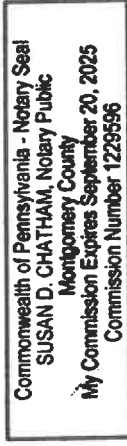
TENANT:

By:  (SEAL)

STATE OF PENNSYLVANIA :
:SS
COUNTY OF MONTGOMERY :

Before me, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day Miguel Garcia personally appeared before me Miguel Garcia, d/b/a Penllyn Pizza, LLC, known to me (satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledges that they have executed same for the purposes therein contained.

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



Susan D. Chatham

Notary Public

My Commission expires: 9/20/25

EXHIBIT A

(d). Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Lessee or a complaint in equity or other proceedings for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of Lessee shall be levied upon or be sold, or if for any other reason Lessor shall, in good faith, believe that Lessee's ability to comply with the covenants of this Lease, including the prompt payment of rent hereunder, is or may become impaired, thereupon:

(1). The whole balance of minimal base rent due for the entire Lease Term, additional rent, and other charges, payments, costs, and expenses herein agreed to be paid by Lessee, or any part thereof, and also all costs and officers' commissions including watchmen's wages shall be taken to be due and payable and in arrears as if by the terms and provisions of this Lease said balance of rent and other charges, payment, taxes, costs and expenses were on that date, payable in advance. Further, if this Lease or any part thereof is assigned, or if the Demised Premises, or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor as Lessee's agent to collect the rents due from such assignee or sub-lessee and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to any unpaid balance of rent due hereunder; or

(2). At the option of Lessor, this Lease and the terms hereby created shall determine and become absolutely void without any right on the part of Lessee to reinstate this Lease by payment of any sum due or by other performance of any condition, term, or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this Lease, including the cost of reletting and including but not limited to brokerage commissions, fit-out, etc.

21.

Further Remedies of Lessor. In the event of any default as above set forth in Section 20, Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a). May let the Demised Premises or any part or parts thereof to such person or persons as may, in Lessor's discretion, be best; and Lessee shall be liable for any loss of rent for the balance of the then current term. Any such re-entry or re-letting by Lessor under the terms hereof shall be without prejudice to Lessor's claim for actual damages, and shall under no circumstances, release Lessee from liability for such damages arising out of the breach of any of the covenants, terms, and conditions of this Lease.

(b). May proceed as a secured party under the provisions of the Uniform Commercial Code against the goods in which Lessor has been granted a security interest pursuant to Section 19(f) hereof; and

(c). May have and exercise any and all other rights and / or remedies, granted or allowed landlords by any existing or future Statute, Act of Assembly, or other law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such Statute, Act of Assembly, or other law of this state existing for the protection and benefit of tenants; and

(d). May have and exercise any and all other rights and remedies contained in this Lease Agreement, including the rights and remedies provided by Sections 22 and 23 hereof.

22.

CONFESSION OF JUDGMENT FOR MONEY. LESSEE COVENANTS AND AGREES THAT IF THE RENT AND / OR ANY CHARGES RESERVED IN THIS LEASE AS RENT (INCLUDING ALL ACCELERATIONS OF RENT PERMISSIBLE UNDER THE PROVISIONS OF THIS LEASE) SHALL REMAIN UNPAID FIVE (5) DAYS AFTER THE SAME IS REQUIRED TO BE PAID, THEN AND IN THAT EVENT, LESSOR MAY CAUSE JUDGMENT TO BE ENTERED AGAINST LESSEE, AND FOR THAT PURPOSE LESSEE HEREBY AUTHORIZES AND

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EMPOWERS LESSOR OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE AND AGREES THAT LESSOR MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2950 ET SEQ. FOR THE RECOVERY FROM LESSEE OF ALL RENT HEREUNDER (INCLUDING ALL ACCELERATIONS OF RENT PERMISSIBLE UNDER THE PROVISIONS OF THIS LEASE) AND / OR FOR ALL CHARGES RESERVED HEREUNDER AS RENT, AS WELL AS FOR INTEREST AND COSTS; ATTORNEY'S COMMISSION, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT, THIS LEASE, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT. SUCH JUDGMENT MAY BE CONFESSED AGAINST LESSEE FOR THE AMOUNT OF RENT IN ARREARS (INCLUDING ALL ACCELERATIONS OF RENT PERMISSIBLE UNDER THE PROVISIONS OF THIS LEASE) AND / OR FOR ALL CHARGES RESERVED HEREUNDER AS RENT, AS WELL AS FOR INTEREST AND COSTS; TOGETHER WITH AN ATTORNEY'S COMMISSION OF FIVE PERCENT (5%) OF THE FULL AMOUNT OF LESSOR'S CLAIM AGAINST LESSEE. NEITHER THE RIGHT TO INSTITUTE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2950 ET SEQ. NOR THE AUTHORITY TO CONFESS JUDGMENT GRANTED HEREIN SHALL BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, BUT SUCCESSIVE COMPLAINTS MAY BE FILED AND SUCCESSIVE JUDGMENTS MAY BE ENTERED FOR THE AFORESAID SUMS FIVE DAYS OR MORE AFTER THEY BECOME DUE AS WELL AS AFTER THE EXPIRATION OF THE ORIGINAL TERM AND / OR DURING OR AFTER EXPIRATION OF ANY EXTENSION OR RENEWAL OF THIS LEASE.

23.

CONFESSION OF JUDGMENT FOR POSSESSION OF REAL PROPERTY. LESSEE COVENANTS AND AGREES THAT IF THIS LEASE SHALL BE TERMINATED (EITHER BECAUSE OF CONDITION BROKEN DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF AND / OR WHEN THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED) THEN, AND IN THAT EVENT, LESSOR MAY CAUSE A JUDGMENT IN EJECTMENT TO BE ENTERED AGAINST LESSEE FOR POSSESSION OF THE DEMISED PREMISES, AND FOR THAT PURPOSE LESSEE HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR LESSEE AND TO CONFESS JUDGMENT AGAINST LESSEE IN EJECTMENT FOR POSSESSION OF THE HEREIN DEMISED PREMISES, AND AGREES THAT LESSOR MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF PROCEDURE NO. 2970 ET SEQ. FOR THE ENTRY OF AN ORDER IN EJECTMENT FOR THE POSSESSION OF REAL PROPERTY, AND LESSEE FURTHER AGREES THAT A WRIT OF POSSESSION PURSUANT THERETO MAY ISSUE FORTHWITH, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT AND FOR THE ISSUANCE OF A WRIT OR WRITS OF POSSESSION PURSUANT THERETO, THIS LEASE, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT. LESSEE FURTHER COVENANTS AND AGREES, THAT IF FOR ANY REASON WHATSOEVER, AFTER SAID ACTION SHALL HAVE COMMENCED THE ACTION SHALL BE TERMINATED AND THE POSSESSION OF THE PREMISES DEMISED HEREUNDER SHALL REMAIN IN OR BE RESTORED TO LESSEE, LESSOR SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS ABOVE SET FORTH TO COMMENCE SUCCESSIVE ACTIONS FOR POSSESSION OF REAL PROPERTY AND TO CAUSE THE ENTRY OF SUCCESSIVE JUDGMENTS BY CONFESSION IN EJECTMENT FOR POSSESSION OF THE PREMISES DEMISED HEREUNDER.

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24.

AFFIDAVIT OF DEFAULT. IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESSION FOR MONEY PURSUANT TO SECTION 22 HEREOF, OR TO ENTER JUDGMENT BY CONFESSION IN EJECTMENT FOR POSSESSION OF REAL PROPERTY PURSUANT TO SECTION 23 HEREOF, IF LESSOR SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT OR AVERMENT OF THE FACTS CONSTITUTING THE DEFAULT OR OCCURRENCE OF THE CONDITION PRECEDENT, OR EVENT, THE HAPPENING OF WHICH DEFAULT, OCCURRENCE, OR EVENT AUTHORIZES AND EMPOWERS LESSOR TO CAUSE THE ENTRY OF JUDGMENT BY CONFESSION, SUCH AFFIDAVIT OR AVERMENT SHALL BE CONCLUSIVE EVIDENCE OF SUCH FACTS, DEFAULTS, OCCURRENCES, CONDITIONS PRECEDENT, OR EVENTS; AND IF A TRUE COPY OF THIS LEASE (AND OF THE TRUTH OF WHICH SUCH AFFIDAVIT OR AVERMENT SHALL BE SUFFICIENT EVIDENCE) BE FILED IN SUCH PROCEDURE OR ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM, OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

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25.

WAIVERS BY LESSEE OF ERRORS, RIGHT OF APPEAL, STAY, EXEMPTION, INQUISITION. LESSEE HEREBY RELEASES TO LESSOR AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR LESSEE ALL ERRORS IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESSION BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED IN THIS LEASE, AND ALL LIABILITY THEREFOR. LESSEE FURTHER AUTHORIZES THE PROTHONOTARY OR ANY CLERK OF ANY COURT OF RECORD TO ISSUE A WRIT OF EXECUTION OR OTHER PROCESS, AND FURTHER AGREES THAT REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION OR OTHER PROCESS. IF PROCEEDINGS SHALL BE COMMENCED TO RECOVER POSSESSION OF THE DEMISED PREMISES EITHER AT THE END OF THE TERM OR SOONER TERMINATION OF THIS LEASE, OR FOR NON-PAYMENT OF RENT OR FOR ANY OTHER REASON, LESSEE SPECIFICALLY WAIVES THE RIGHT TO THE THREE (3) MONTHS' NOTICE TO QUIT AND / OR THE FIFTEEN (15) OR THIRTY (30) DAYS' NOTICE TO QUIT REQUIRED BY THE ACT OF APRIL 6, 1951, P.L. 69, AS AMENDED, AND AGREES THAT FIVE (5) DAYS' NOTICE SHALL BE SUFFICIENT IN EITHER OR ANY SUCH CASE.

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26.

RIGHT OF ASSIGNEE OF LESSOR. THE RIGHT TO ENTER JUDGMENT AGAINST LESSEE BY CONFESSION AND TO ENFORCE ALL OF THE OTHER PROVISIONS OF THIS LEASE HEREIN PROVIDED FOR MAY AT THE OPTION OF ANY ASSIGNEE OF THIS LEASE, BE EXERCISED BY ANY ASSIGNEE OF THE LESSOR'S RIGHT, TITLE AND INTEREST IN THIS LEASE IN HIS, HER, OR THEIR OWN NAME, ANY STATUTE, RULE OF COURT, CUSTOM, OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

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Regardless of anything to the contrary in Paragraphs 22 through 26, prior to Lessor confessing judgment, Lessor will notify the Lessee in writing of the default by any "proof of delivery carrier" and Lessee will have twenty (20) days from receipt of the default notice to cure the default.

27.

Remedies Cumulative. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this Lease or the taking or recovering possession of the Demised Premises shall deprive Lessor of any of its