CHANGE TO LEASE FOR REAL ESTATE

PROPERTY: 401 Penllyn Blue Bell Pike, Blue Bell, PA

LANDLORD: Frank Comfort, Executor of the Estate of Grace A. Comfort.

TENANT: Akshu Inc. d/b/a Blue Bell Cigars and Bharesh Patel, Jointly and Severally

DATE OF LEASE: November 5, 2024

It is understood and agreed that terms of the lease described above shall be changed as follows:

In accordance with Paragraph 1.3 of the Lease Agreement, rent commencement date of said Lease shall be amended to read February 1, 2025. The term of said Lease shall be amended to read it shall end January 31, 2027.

In accordance with Section 2.01 minimum rent- Effective date of Rent Commencement shall be amended to read:

February 1, 2025 to January 31, 2026	**$2,112.50/month**	**$25,350.00/year**
February 1, 2026 to January 31, 2027	**$2,166.67/month**	**$26,000.00/year**

All other terms and conditions of the Lease shall remain unchanged

WITNESS:

____

Date: 12/31/2024 By: Bhavesh Patel
Ashu Inc. d/b/a Blue Bell Cigars (Tenant)

Date: 12/31/2024 By: Bhavesh Patel
Bharesh Patel (Tenant)

______________________________ By: 2/3/25
Frank W. Comfort, Executor of the Estate of Grace A. Comfort (Owner)

Date: 1-5-25

AGENT: TORNETTA REALTY CORP.

By: ______________________________

LEASE AGREEMENT

This Agreement, MADE the 5th day of November two thousand twenty-four (2024),

1. Parties. By and between Tornetta Realty Corp. Agent for Frank Comfort, Executor for the Estate of Grace A. Comfort (hereinafter called "Owner"), and Akshu Inc. d/b/a Blue Bell Cigars, and Bhavesh Patel, , jointly and severally, with a business address of 401 Penllyn Blue Bell Pike, Blue Bell, PA 19422, Federal I.D. #33-1556847(hereinafter called "Tenant"), of the other part.

WITNESSETH
GRANT AND TERMS

SECTION 1.01 LEASED PREMISES.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Owner does hereby demise and let unto Tenant all that certain retail space deemed to be 1300± 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 cigar, tobacco and retail convenience store, 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").

SECTION 1.02 USE OF ADDITIONAL AREAS.

The use and occupation by the Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on Exhibit "A", and other facilities as may be designated from time to time by the Owner, subject, however, to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Owner.

SECTION 1.03 COMMENCEMENT & ENDING DATE OF TERM.

The initial term of the Lease shall commence November 1, 2024 (Tenant Possession Date). The term of
the Lease shall end on December 31, 2026. Tenant's obligation to pay rent shall commence January 1, 2025, or when Tenant opens for business whichever occurs first (Rent Commencement Date).

SECTION 1.04 FAILURE OF TENANT TO OPEN. INTENTIONALLY DELETED.

SECTION 1.05 FAILURE TO GIVE POSSESSION. INTENTIONALLY DELETED.

SECTION 1.06 TENENT APPROVALS

Tenant agrees to submit all approvals to Lower Gwynedd Township within thirty (30) days of possession date. If approvals are not granted by rent commencement date, Tenant or Landlord may terminate this Lease.

Tenant agrees not to start any work at Lease Premises that require permits, until said permits are received.

RENT

SECTION 2.01 MINIMUM RENT.

Minimum Rent. The minimum rental shall be payable in monthly installments as indicated herein, without any prior demand and without any deduction or set-off whatsoever, 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:

TERM	MONTHLY RENTAL	ANNUAL RENT
01-01-2025 to 12-31-2025	$2,112.50	$25,350.00
01-01-2026 to 12-31 2026	$2,166.67	$26,000.00

SECTION 2.02 PERCENTAGE RENT. INTENTIONALLY DELETED.

SECTION 2.03 GROSS RECEIPTS DEFINED. INTENTIONALLY DELETED.

SECTION 2.04 TAXES.

Tenant 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 Shopping Center premises of which the Leased Premises is a part based upon the percentage by which Tenant's square footage bears to the entire square footage of rentable space during the term of this Lease, renewals or extensions thereof. Tenant shall pay to Owner 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).

Owner shall submit to Tenant a copy of any tax bills authorized and prepared by the tax authorities, as well as a bill prepared by Owner as to Tenant's share of taxes due. Tenant shall at all times be responsible for and shall pay before delinquency Tenant's proportionate share of all 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 Tenant, as well as all rent, occupancy, transportation, utility, use, amusement or vending machine taxes, now or hereafter imposed. Said taxes shall be paid by Tenant to Owner, at the option of the Owner (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 Owner to Tenant shall be conclusive evidence of the amount of taxes assessed or levied, as well as the items taxed.

SECTION 2.05 ADDITIONAL RENTAL UPON DEFAULT.

In the event Tenant shall fail to comply with and perform any of the covenants, conditions or agreements herein contained on the Tenant's part to be performed, the Owner shall have the right (but not be obligated) to perform any such covenants, conditions or agreements and the Tenant agrees to pay Owner on demand as additional rent, hereunder, a sum equal to the amount expended by the Owner in the performance of such covenants, conditions or agreements, whether or not the same be designated "additional rent" hereunder. If such amounts or charges are not paid at the time provided in this Lease, they shall, nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Owner.

SECTION 2.06 PAST DUE RENT AND ADDITIONAL RENT.

If Tenant shall fail to pay, when the same is due and payable, any rent or any additional rent or amounts or charges of the character described in Section 2.05 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of two (2%) percent per month. A charge of $50.00 is applicable for any checks returned from the bank, for whatever reason.

SECTION 2.07 PLACE OF PAYMENT.

All rents and amounts due shall be payable without prior notice or demand at the office of Owner's agent, Tornetta Realty Corp., 910 Germantown Pike, Plymouth Meeting, PA 19462, or at such other place as Owner or agent may from time to time designate by notice in writing.

RECORDS AND BOOKS OF ACCOUNT

SECTION 3.01 TENANT'S RECORDS. INTENTIONALLY DELETED.

SECTION 3.02 REPORTS BY TENANT. INTENTIONALLY DELETED.

AUDIT

SECTION 4.01 RIGHT TO EXAMINE BOOKS. INTENTIONALLY DELETED.

SECTION 4.02 AUDIT. INTENTIONALLY DELETED.

CONSTRUCTION, ALTERATION, RELOCATION AND CHANGES TO IMPROVEMENTS AND ADDITIONS THERETO

SECTION 5.01 OWNER'S OBLIGATION.

It is agreed and understood that the Owner is delivering the Leased Premises to Tenant in its "AS IS" condition. Any additions or other work shall be performed by the Tenant at its own cost and expense.

SECTION 5.02 PARKING FACILITIES.

The Owner has constructed upon the Shopping Center site, at its own cost, access roads, footways and parking lots or facilities as shown on Exhibit "A".

SECTION 5.03 CHANGES AND ADDITIONS TO BUILDING.

Owner hereby reserves the right at any time to make alterations or additions to the premises. Owner also reserves the right to construct other buildings or improvements in the Shopping Center from time to time.

SECTION 5.04 RIGHT TO RELOCATE.

The purpose of the site plan attached hereto as Exhibit "A" is to show the approximate location of the Leased Premises. Owner reserves the right at any time to relocate the various buildings, automobile parking areas, and other common areas shown on said site plan. Owner also reserves the right at any time to relocate the Tenant to a different location of comparable size and business location within the Shopping Center site plan during the term of Tenant's leasehold. If Owner needs to demolish Tenant's portion of the Shopping Center, Owner will relocate Tenant to comparable space in the Shopping Center or give Tenant a termination fee equal to six (6) months of the current minimum rent and the Lease Agreement will be terminated as of the date of payment.

CONDUCT OF BUSINESS BY TENANT

SECTION 6.01 USE OF PREMISES.

Tenant shall use the Leased Premises solely for the purpose of conducting the business of the sale of tobacco products not limited to cigars, cigarettes, lottery sales, and convenience store products, but excluding drug paraphernalia and vape products.

This Lease is granted upon the express condition that Tenant and/or the occupants of the premises herein leased shall not use or permit the use of these premises for any other business or purpose than above stated nor shall conduct themselves in a manner which the Owner may deem improper or objectionable, and that if at any time during the term of this Lease or any extension or continuation thereof, Tenant or any occupier of the said premises shall have conducted himself, herself or themselves in a manner which Owner using reasonable discretion deems improper or objectionable, Tenant shall be taken to have broken the covenants and conditions of this Lease, and Owner will be entitled to all the rights and remedies granted and reserved herein, for the Tenant's failure to observe any of the covenants and conditions of this Lease.

SECTION 6.02 OPERATION OF BUSINESS.

Tenant shall operate all of the Leased Premises during the entire term of this Lease with due diligence and efficiency, unless prevented from doing so by causes beyond Tenant's control and will maintain adequate personnel for the efficient service of its customers, subject to inability by reason of strikes or labor disputes., Tenant shall conduct its business in the Leased Premises during the regular customary days and hours for such type of business in the city or trade area in which the Shopping Center is located, and will keep the Leased Premises open for business during the same days, nights and hours as a majority of other stores located in the Shopping Center.

Tenant covenants to, and it is the essence of this Lease that the Tenant shall, continuously and uninterrupted during the term of this Lease, occupy and use the premise in the manner of business operation herein above specified, except while premises are unleasable by reason of fire or other unavoidable casualty, and in this connection it is agreed that in case of breach of this covenant as determined by Owner or Owners agent, the Tenant shall in addition to the rental hereinabove provided for, pay to the Owner monthly a sum equal to twenty-five (25%) percent of the minimum monthly rental stipulated herein for each and every month during which the premises are not so continuously and uninterrupted used and occupied, as liquidated damage for the Tenant's breach of covenant, it being recognized by the parties that the exact amount of damages to the Owner on account of such breach cannot be accurately ascertained. This provision shall, however, in no way abridge or affect any other right or remedy the Owner may have on account of or in connection with the Tenant's breach of this covenant.

SECTION 6.03 COMPETITION.

During the term of this Lease Tenant shall not directly or indirectly engage in any similar or competing business within a radius of three miles from the outside boundary of the Shopping Center. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the Shopping Center. Owner will not lease to another Tenant with the same use as Tenant.

SECTION 6.04 STORAGE, OFFICE SPACE.

Tenant shall warehouse, store and/or stock in the Leased Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Leased Premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required for Tenant's business in the Leased Premises. No auction, fire or bankruptcy sales may be conducted in the Leased Premises without the previous written consent of Owner.

OPERATION OF CONCESSIONS

SECTION 7.01 CONSENT OF OWNER.

Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Owner. Nor shall Tenant conduct catalogue sales in or from the Leased Premises except of merchandise which Tenant is permitted to sell "over the counter" in or at the Leased Premises pursuant to the provisions of Section 6.01.

SECURITY DEPOSIT

SECTION 8.01 AMOUNT OF DEPOSIT.

Tenant, contemporaneously with the execution of this Lease, has deposited with Owner, the sum of Four Thousand Two Hundred Twenty-Six Dollars and zero/cents $4,226.00) receipt of which is hereby acknowledged by Owner. Said deposit shall be held by Owner, without liability for interest, and placed in an interest-bearing account with all accrued interest to follow the principle, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Owner hereunder shall be overdue and unpaid then Owner may, at the option of Owner (but Owner shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum.

SECTION 8.02 USE AND RETURN OF DEPOSIT.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Owner at its option may appropriate and apply said entire deposit and/or accrued interest, or so much thereof as may be necessary, to compensate the Owner for loss or damage sustained or suffered by Owner due to such breach on the part of Tenant. Should the entire deposit and/or accrued interest, or any portion thereof, be appropriated and applied by Owner for the payment of overdue rent or other sums due and payable to Owner by Tenant hereunder, then Tenant shall, upon the written demand of Owner, forthwith remit to Owner a sufficient amount in cash to restore said security and/or accrued interest to the original sum deposited and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Owner hereunder, the said deposit and all accrued interest shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease.

SECTION 8.03. TRANSFER OF DEPOSIT.

Owner may deliver the funds deposited hereunder by Tenant, including any accrued interest, to the purchaser of Owner's interest in the Leased Premises, in the event that such interest be sold, and thereupon Owner shall be discharged from any further liability with respect to such deposit.

PARKING AND COMMON USE AREAS AND FACILITIES

SECTION 9.01 CONTROL OF COMMON AREAS BY OWNER.

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Owner in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Owner for the general use, in common, of Tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Owner, and Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities on all said areas and other facilities and improvements; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Tenants, their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by Tenant; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements, as in the use of good business judgment, the Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenant, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

SECTION 9.02 LICENSE.

All common areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas are significantly diminished or adversely affect Tenant's business, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction. Tenant and Landlord shall have the option to terminate this Lease without any further liability.

COST OF MAINTENANCE OF COMMON AREAS

SECTION 10.01 TENANT TO BEAR PRO RATA SHARE OF EXPENSES.

(a) In each lease year, Tenant will pay to Owner, in addition to the rentals specified in Section 2 hereof, as further additional rent, subject to the limitation hereinafter set forth, a proportion of the Shopping Center's operating cost, hereinafter defined, based upon the ratio of the square feet of the Leased Premises to the total square feet of all the building space leased in the Shopping Center.

(b) For the purpose of this Section 10.01, the "Shopping Center's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, excluding only items of expense commonly known and designated as carrying charges, but specifically including, without limitation, gardening and landscaping, the cost of public liability and property damage insurance, real estate taxes and assessments, repairs, line painting, lighting, sanitary control, removal of snow, window cleaning, cosmetic improvement, trash, rubbish, garbage and other refuse, depreciation on machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking, and to police the common facilities and seven (7%) percent of all the foregoing costs (excluding real estate taxes and assessments) to cover the Owner's administrative and overhead costs. "Common facilities" means all areas, space, equipment and special services provided by Owner for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including without limitation parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways, pedestrian malls, stairs, ramps, maintenance of sprinkler system, and sidewalks.

(c) The additional rent provided to be paid in this Section 10.01 shall be computed on the basis of periods of three (3) consecutive calendar months, commencing and ending on such dates as may be designated by Owner, and shall be paid by Tenant promptly upon receipt of quarterly bills therefor from Owner without any deduction or set-off whatever.

(d) Changes in any particular floor area occurring during any quarterly period shall be effective on the first day of the next succeeding quarterly period, and the amount of any floor area in effect for the whole of any quarterly period shall be the average of the total amounts in effect on the first day of each calendar month in such quarterly period.

(e) Notwithstanding the above, at Owner's option and with prior written notice to Tenant, Owner may elect to bill common area maintenance on a monthly basis and Tenant must comply with the same.

SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

SECTION 11.01 INSTALLATION BY TENANT.

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions, roof penetrations, or improvements or install or cause to be installed any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Owner's written approval and consent. Tenant shall present to the Owner plans and specifications for such work at the time approval is sought.

SECTION 11.02 REMOVAL AND RESTORATION BY TENANT.

All alterations, decorations, additions and improvements made by the Tenant, or made by the Owner on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of the Lease, or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises prior to the end of the term hereof without prior consent or demand in writing from the Owner. Upon expiration of this Lease, or any renewal term thereof, the Tenant shall remove all such alterations, decorations, additions and improvements, and restore the Leased Premises as provided in Section 12.03 hereof. Tenant shall remove all cable, telephone and computer wires terminating said systems, electrical, telephone and conduit at the appropriate boxes. If the Tenant fails to remove such alterations, decorations, additions and improvements and restore the Leased Premises, then upon the expiration of this Lease, or any renewal thereof, and upon the Tenant's removal from the Leased Premises, all such alterations, decorations, additions and improvements shall become the property of Owner. If Tenant shall fail to remove same, then Owner may remove improvements and restore Premises at Tenant's cost.

SECTION 11.03 TENANT SHALL DISCHARGE ALL LIENS.

Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Owner. Tenant shall also indemnify, defend and hold harmless Owner, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders, and Tenant shall pay any damages and satisfy and discharge any judgment entered thereon and save harmless Owner from any claim or damage resulting thereon. Owner shall have the right to retain counsel at Tenant's sole cost and expense.

SECTION 11.04 SIGNS, AWNINGS, CANOPIES.

Tenant will not place, maintain, or allow anyone else to place or maintain on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Owner's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

Tenant's design, construction and installation of Tenant's sign(s), including but not limited to any and all future repairs, replacements and maintenance, shall be at Tenant's sole cost and expense. Owner reserves the right to final approval of any exterior sign placed at the Leased Premises and it shall be the Tenant's sole responsibility to obtain any approval from governmental authorities having jurisdiction. Tenant, at Owner's option, shall use sign contractor as designated by Owner, provided said contractor is reasonably competitive in price, terms, and quality of workmanship.

Tenant further agrees to comply with Sign Guidelines and Specification as may be set forth by Owner. Upon termination of this Lease and / or Tenant's vacating of the premises, Tenant shall, at the option of the Owner, remove all interior and exterior signage and other advertising material, making all repairs as reasonably necessary as a result of said removal.

MAINTENANCE OF LEASED PREMISES

SECTION 12.01 MAINTENANCE BY TENANT.

Tenant covenants throughout the term hereof at its sole cost and expense to keep the Leased Premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating, and plumbing fixtures, and any air conditioning system in accordance with Section 14.01 herein), in good repair, order and condition making all repairs or replacements thereto as may be required or necessary, all replacements and repairs to be of the same quality, design and class as the original work; but the provisions of the section shall not require Tenant to make repairs or replacements to the structural parts of the building and the like, unless the condition necessitating such repairs or replacements to structural parts shall have been caused by Tenant, its agents, servants, or invitees, it being agreed, however, that store fronts and bulkheads shall not be deemed structural parts of the building within the meaning of the foregoing, it being agreed that repairs or replacements to store fronts and bulkheads are ordinarily repairs or replacements.

SECTION 12.02 MAINTENANCE BY OWNER.

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Owner as soon as reasonably possible after written demand, Owner may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Owner's costs for making such repairs plus twenty (20%) percent for overhead, upon presentation of bill therefor, as additional rent.

SECTION 12.03 SURRENDER OF PREMISES.

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, provided that such exception is not due to negligence or misuse by the Tenant, its agents, servants or employees, and shall surrender all keys for the Leased Premises to the Owner at the place then fixed for the payment of rent and shall inform Owner of all combinations on locks, safes and vaults, if any, in the Leased Premises. Tenant shall remove all its trade fixtures, and any alterations or improvements as provided in Section 11.02 hereof, before surrendering the premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

SECTION 12.04 RULES AND REGULATIONS.

The rules and regulations appended to this Lease are hereby made a part of this Lease, and Tenant agrees to comply with and enforce the same in regard to its employees, agents, servants and all persons invited by Tenant into building. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Owner reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to Leased Premises and the Shopping Center which shall be considered a part of this Lease with the same effect as though written herein. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all Tenants of the Shopping Center.

INSURANCE AND INDEMNITY

SECTION 13.01 LIABILITY INSURANCE.

During the term of this Lease and any extensions or renewals thereof, Tenant 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 Policy shall name Owner and any person, firms or corporation designated by Owner and Owner's agent as additional insured and shall contain a clause that the insurer will not cancel or change insurance without notifying Owner and Owner's agent. The insurance carrier and the form and substance of the policy shall be to the satisfaction of the Owner and copy of the policy or a Certificate of Insurance shall be delivered to the Owner'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 Owner, Owner's Agent, and any persons, firms or corporations designated by Owner, and Tenant, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice.

SECTION 13.02 FIRE AND EXTENDED COVERAGE INSURANCE.

Tenant agrees that it will not keep, use or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Owner on said premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the Leased Premises, whether or not Owner has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule, issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises. Tenant shall follow the recommendation of the Owner or its agents on conditions which will help to lower the premium rate of insurance.

In the event Tenant's occupancy caused any increase of premium for the fire, boiler and/or casualty rates on the Leased Premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof. The Tenant also shall pay in such event, any additional premium on the rent insurance policy that may be carried by the Owner for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Owner agrees to carry policies insuring the improvements on Owner's premises against fire and such other perils, including liability coverages, as are normally covered by Owner in the Shopping Center where the premises are located 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 Owner deems appropriate. Tenant agrees to pay to Owner their proportionate share of said insurance upon the premise of which the Leased Premises is a part, based upon the percentage by which Tenant's square footage bears to the entire square footage of rentable space during the term of this Lease, renewal or extensions thereof. Such cost of said insurance, as stated above, shall be paid by the Tenant to Owner as additional rent, in addition to the minimum rental hereon reserved, at the option of the Owner (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. Said insurance shall not include Tenant's furniture, fixtures, equipment or improvements. The amount due hereunder on account of said insurance shall be apportioned for the part of the first and last calendar years covered by the term hereof.

Tenant agrees that it will not keep, use or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form insurance policy. Tenant agrees to follow the recommendations of the Owner, or its agents, on conditions that will help to lower the premium rates of insurance.

SECTION 13.03 INDEMNIFICATION OF OWNER.

Tenant will indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, customers, servants, Tenants or concessionaires. In case Owner shall, without fault on its part, be made a part of any litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Owner in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Owner in enforcing the covenants and agreements in this Lease.

SECTION 13.04 PLATE GLASS.

Plate glass replacement, repair and insurance are the responsibility of the Tenant. However, Owner may replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Leased Premises, if Tenant does not immediately do so. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the Leased Premises for and in the name of Owner, if Tenant does not immediately do so. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

SECTION 13.05 BOILER INSURANCE/SPRINKLER INSURANCE.

The Tenant hereby authorizes the Owner to obtain boiler/sprinkler broad form insurance, if any is applicable, in the proper amounts and in the name of the Tenant and for and in the name of the Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent. Boiler Insurance shall also include and mean Sprinkler Insurance covering the building only, not Tenant's fixtures, improvements or merchandise.

UTILITIES

SECTION 14.01 UTILITIES, EQUIPMENT & MAINTENANCE.

Tenant 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 Leased Premises, and service inspections made thereof, whether called charge, tax, assessment, fee or otherwise. Tenant shall also pay any fire company and sprinkler charges imposed with respect to the premises.

Should Owner elect to supply the water, gas, heat, electricity, trash, sewer or any other utility used or consumed in the Leased Premises, Tenant 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 Owner be liable for an interruption or failure in the supply of any such utilities to the Leased Premises. Each such additional rent charge for water, gas, heat, electricity, trash, sewer and other utilities shall be due and payable by Tenant to Owner within ten (10) days after Owner has sent Tenant a bill for that charge. Should the Tenant fail to make these payments when due, Owner shall have the right (i) to collect such sums to be considered additional rent and collectible from Tenant as such, by distress or other process (including execution on confessed judgment as set forth herein 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 Owner's option, Owner may elect to bill for electric, gas, water, and/or sewer on a monthly basis (either actual or estimated with adjustment when actual bill is received) and Tenant must comply with the same.

The Tenant's sanitary sewer system including the sewer/hair traps, shall be kept clean and shall be maintained at all times by the Tenant. Should Tenant fail to maintain his sanitary sewer system and sewer/hair traps and as a result thereof there are any damages to the Owner's sanitary sewer system, it shall be the responsibility and liability of the Tenant for the cost to correct same. If Owner shall have to correct said damages, then there shall be a service charge of ten (10%) percent added to said cost of correcting same.

Tenant 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 Tenant will be responsible to maintain the Leased 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 Leased Premises, provided Tenant is not negligent, but including all floors, interior walls, ceilings, doors of all types, locks, closures, and hinges, all lighting (including the replacement of light bulbs), all glass including windows, all electrical, as well as all utilities and plumbing systems servicing the Leased Premises, making all repairs and/or replacements thereto as may be required or necessary, with materials of like quality.

In addition, Tenant herein shall be responsible to have the heating/air conditioning system/units serviced at least two (2) times per year. Said servicing shall be at the sole cost and expenses of Tenant, shall be performed by a reputable heating and/or air conditioning contractor, and copies of said contract shall be submitted to Owner by Tenant annually. Owner installed a new HVAC system in 2021, should the Tenant fail to service said systems, then this work may be done by the Owner, and immediate payment as well as a service charge of ten (10%) percent shall be due from the Tenant for such work and/or repairs or replacement as necessary.

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

Also, should Owner so deem, there may be installed a common area dumpster for the removal of garbage refuse matter, and should said dumpster be installed, and Tenant shall pay its appropriate share based upon Tenant's usage, and shall be billed in accordance with the provisions of this Lease.

OFFSET STATEMENT, ATTORNMENT SUBORDINATION

SECTION 15.01 OFFSET STATEMENT.

Within ten days after request therefor by Owner, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Owner an offset statement shall be required from Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Owner, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

SECTION 15.02 ATTORNMENT.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Owner covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Owner under this Lease.

SECTION 15.03 SUBORDINATION.

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

SECTION 15.04 ATTORNEY-IN-FACT.

The Tenant, upon request of any part in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 15.01 and 15.03 above, and 20.01, 21.03, 21.04 and 26.12 herein, as shall be requested by Owner. The Tenant hereby irrevocably appoints the Owner as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates. If fifteen (15) days after the date of a written request by Owner to execute such instruments, the Tenant shall not have executed the same, the Owner may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

ASSIGNMENT AND SUBLETTING

SECTION 16.01 CONSENT REQUIRED.

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Owner in each instance. The consent by Owner to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the Leased Premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may collect rent from the assignee, under-Tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-Tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Owner will be entitled to any additional rents as a result of any assignment or subletting of the Leased Premises.

Notwithstanding anything contained in this Lease to the contrary, Owner shall not be obligated to entertain or consider any request by Tenant to consent to any proposed assignment of this Lease or sublet of all or any part of the Leased Premises unless each request by Tenant is accompanied by a nonrefundable fee payable to Owner in the amount of One Thousand Dollars ($1,000.00) to cover Owner's administrative, legal, and other costs and expenses incurred in processing each of Tenant's requests. Neither Tenant's payment nor Owner's acceptance of the foregoing fee shall be construed to impose any obligation whatsoever upon Owner to consent to Tenant's request.

SECTION 16.02 CORPORATE OWNERSHIP.

If at any time during the term of this Lease any part or all of the corporate or limited liability shares of Tenant 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 Tenant by the person or persons owning a majority of said corporate shares on the date of this Lease, Tenant shall promptly notify Owner in writing of such change, and Owner may terminate this Lease at any time after such change in control by giving Tenant ninety (90) days prior written notice of such termination.

WASTE, GOVERNMENTAL REGULATIONS

SECTION 17.01 WASTE OR NUISANCE.

Tenant shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the Leased Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center.

SECTION 17.02 GOVERNMENTAL REGULATIONS.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statues now in force or which may hereafter be in force.

ADVERTISING, MERCHANTS ASSOCIATION

SECTION 18.01 CHANGE OF NAME.

Tenant agrees not to change the advertised name of the business operated in the Leased Premises without the written permission of Owner.

SECTION 18.02 SOLICITATION OF BUSINESS.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.

SECTION 18.03 MERCHANT'S ASSOCIATION. INTENTIONALLY DELETED.

DESTRUCTION OF LEASED PREMISES

SECTION 19.01 TOTAL OR PARTIAL DESTRUCTION.

If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, not occurring through fault or negligence of the Tenant or those employed or acting for Tenant but are not thereby rendered unleasable in whole or in part, Owner shall at its own expense cause such damage to be repaired and the rent shall be not be abated. If by reason of such occurrence, the premises shall be rendered unleasable only in part, Owner shall at its own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered unleasable. If the premises shall be rendered wholly unleasable by reason of such occurrence the Owner shall at its own expense cause such damage to be repaired, the fixed minimum rent meanwhile shall abate until the Leased Premises have been restored and rendered Leasable, or Owner may at its election, terminate this Lease and the tenancy hereby created by giving to Tenant within the sixty (60) days following the date of said occurrence, written notice of Owner's election to do so and in the event of such termination rent shall be adjusted as of such date. If a dispute arises as to the amount of rent due under this clause Tenant agrees to pay in full amount of rent claimed by Owner.

SECTION 19.02 PARTIAL DESTRUCTION OF SHOPPING CENTER.

In the event that fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, Owner may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Owner's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

EMINENT DOMAIN

SECTION 20.01 CONDEMNATION.

In the event that the premises demised 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 premises be so taken. In either event the Tenant waives all claims against the Owner by reason of the complete or partial taking of the Leased Premises, and it is agreed that the Tenant shall not be entitled to any notice whatsoever of the partial or complete termination of this Lease by reason of the aforesaid, and the Tenant shall have no claim against Owner nor the condemning authority for the value of any unexpired term of this Lease, or be entitled to any damages accruing on account of any such taking or condemnation or by reason of any act of any public or quasi-public authority for which damages are payable.

SECTION 20.02 CONDEMNATION OF PARKING AREA.

If any part of the parking area in the Shopping Center shall be acquired or condemned as aforesaid, and if, as the result thereof the amount of parking shall be reduced to less than local code requirements including any reductions permitted, then the term of this Lease shall cease and terminate upon the vesting of title in such proceeding, unless the Owner shall take immediate steps toward increasing the parking ratio to a ratio in excess of two to one, in which event this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In event of termination of this Lease as aforesaid, Tenant shall have no claim against Owner, nor the condemning authority, for the value of any unexpired term of this Lease, and rent shall be adjusted to the date of said termination.

DEFAULT OF THE TENANT

SECTION 21.01 REMEDIES OF OWNER.

In the event of any failure of Tenant to pay in full any rental due 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 Tenant hereunder, within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant; or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Owner pursuant to the terms of this Lease; or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent; or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any Statute either of the United States or of any State a Petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property; or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or if Tenant shall abandon said premises, or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary course and usual course of business without having first paid and satisfied the Owner in full for all rent and other charges due; or suffer this Lease to be taken under any writ of execution, then and in any or either of said events, there shall be deemed to be a breach of this Lease and thereupon ipso facto and without entry or other action by Owner: (1) the rent for the entire unexpired balance of the term of this Lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Tenant as additional rent and/or any other charge or payment reserved herein to be paid by Tenant in addition to any and all similar installments of rent, additional rent and other charges already due and payable and in arrears, shall be taken to be due and payable and in arrears as if by the terms and provisions of this Lease the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance.

(2) This Lease and the term hereby created shall determine and become absolutely void without any right on the part of the Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; whereupon Owner 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 the Lease, less the fair rental value of the said Leased Premises, for the residue of such term.

In the event of any such default as set forth above, Owner, or anyone acting on Owner's behalf, at Owner's option, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby, for the purpose of distraining or levying and for any other purposes; to take possession of and sell all goods and chattels at auction, on three (3) days' notice served in person to the Tenant, or left on the premises, and pay the Owner out of the proceeds all rents and/or other charges herein payable as rent, and all costs and officers' commissions, including watchman's wages and sums chargeable to Owner, and further including a sum equal to five (5%) percent of the amount of the levy as commissions to the constable or other persons making the levy, and in such case all costs, officer's commission and other charges shall immediately attach and become a part of the claim of Owner for rent, and any tender of rent without said costs, commission and charges made after the issue of a warrant shall not be sufficient to satisfy the claim of the Owner.

Tenant hereby expressly waives in favor of Owner the benefit of all laws now made or which may hereafter be made regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods, and further relieves the Owner of the obligation of proving or identifying such goods.

SECTION 21.02 RIGHT TO RELET.

Should Owner elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Owner in its sole discretion may deem advisable; upon each such reletting all rentals received by the Owner from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Owner; second, to the payment of any costs and expense of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Owner and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during the month by Tenant hereunder, Tenant shall pay any such deficiency to Owner. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Owner shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Owner may at any time thereafter elect to terminate this Lease for such previous breach. Should Owner at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Owner. In determining the rent which would be payable by Tenant hereunder, subsequent to default the annual rent for each year of the unexpired term shall be equal to the average annual minimum rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter.

SECTION 21.03 CONFESSION OF JUDGMENT; CERTAIN WAIVERS.

In addition to, and not in lieu of any of the foregoing rights granted to Owner, the following shall apply:

THE FOLLOWING PARAGRAPHS SET FORTH A WARRANT OF AUTHORITY FOR AN

ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT.

(b) CONFESSION OF JUDGMENT FOR POSSESSION

(i) WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, AND ALSO WHEN AND AS SOON AS TERM SHALL HAVE EXPIRED OR BEEN TERMINATED, TENANT HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD AS ATTORNEY FOR TENANT AND ANY PERSONS CLAIMING THROUGH OR UNDER TENANT AT ANY TIME AFTER SUCH EXPIRATION OR TERMINATION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING THROUGH OR UNDER TENANT FOR THE RECOVERY BY OWNER OF POSSESSION OF THE LEASED PREMISES, FOR WHICH THIS LEASE OR A COPY HEREOF SHALL BE SUFFICIENT WARRANT, WHEREUPON, IF OWNER SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE NO EARLIER THAN THIRTY (30) DAYS AFTER ENTRY OF THE JUDGMENT, AND WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED, CANCELLED OR SUSPENDED AND POSSESSION OF THE LEASED PREMISES REMAIN IN OR BE RESTORED TO TENANT OR ANY PERSON CLAIMING THROUGH OR UNDER TENANT, OWNER SHALL HAVE THE RIGHT, UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON ANY SUBSEQUENT TERMINATION OR EXPIRATION OF THIS LEASE OR ANY RENEWAL OR EXTENSION HEREOF, OR OF TENANT'S RIGHT OF POSSESSION, AS HEREINBEFORE SET FORTH, TO CONFESS JUDGMENT IN EJECTMENT AS HEREINBEFORE SET FORTH ONE OR MORE ADDITIONAL TIMES TO RECOVER POSSESSION OF THE LEASED PREMISES.

(c) IN ANY ACTION OF OR FOR EJECTMENT, IF OWNER SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OFJUDGMENT, SUCH AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE OF SUCH FACTS; AND IF A TRUE COPY OF THIS LEASE (AND OF THE TRUTH OF THE COPY SUCH AFFIDAVIT SHALL BE SUFFICIENT EVIDENCE) BE FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, AND RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING. NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT TENANT FROM PETITIONING TO OPEN OR STRIKE ANY JUDGMENTS ENTERED BY CONFESSION.

(d) TENANT RELEASES TO OWNER, AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR TENANT, ALL PROCEDURAL ERRORS IN ANY PROCEEDINGS TAKEN BY OWNER, WHETHER BY VIRTUE OF THE WARRANT OF ATTORNEY CONTAINED IN THIS LEASE OR NOT, AND ALL LIABILITY THEREFOR.

(e) (i) TENANT ACKNOWLEDGES THAT IT FULLY UNDERSTANDS THE CONFESSION OF JUDGMENT CONTAINED IN THE PRECEDING PARAGRAPHS HEREOF AND THAT THE LANDLORD -TENANT RELATIONSHIP CREATED HEREBY IS COMMERCIAL IN NATURE. THE UNDERSIGNED WAIVES ANY RIGHT TO A HEARING WHICH WOULD OTHERWISE BE A CONDITION TO OWNER'S OBTAINING THE JUDGMENTS AUTHORIZED BY THE PREVIOUS PARAGRAPH.

(ii) TENANT HEREBY ACKNOWLEDGES THAT BY AGREEING TO THE

FOREGOING CONFESSION OF JUDGMENT AND WARRANT OF ATTORNEY, TENANT WAIVES THE RIGHT TO NOTICE AND A PRIOR JUDICIAL PROCEEDING TO DETERMMINE ITS RIGHTS AND LIABILITIES, AND FURTHER ACKNOWLEDGES THAT OWNER MAY, ON DEFAULT BY TENANT UNDER THE LEASE, SUBJECT TO SUCH NOTICE REQUIREMENTS, IF ANY, AS ARE HEREIN EXPRESSLY PROVIDED, OBTAIN A JUDGMENT AGAINST TENANT FOR POSSESSION OF THE LEASED PREMISES WITHOUT ANY OPPORTUNITY OF TENANT TO RAISE ANY DEFENSE, SETOFF, COUNTERCLAIM OR OTHER CLAIM THAT TENANT MAY HAVE. TENANT KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY GRANTS OWNER THE FOREGOING RIGHT TO CONFESS JUDGMENT AND WARRANT OF ATTORNEY AS AN EXPLICIT AND MATERIAL PART OF THE CONSIDERATION BARGAINED FOR BETWEEN TENANT AND OWNER.

(iii) TENANT CERTIFIES THAT IT HAS BEEN REPRESENTED BY (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) AT THE SIGNING OF THIS LEASE AND IN THE GRANTING OF THIS CONFESSION OFJUDGMENT AND WARRANT OF ATTORNEY BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THE CONFESSION OF JUDGMENT AND WARRANTS OF ATTORNEY WITH COUNSEL. TENANT INITIALS BELOW TO CONFIRM TENANT FURTHER CERTIFIES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND

EFFECT OF THE FOREGOING CONFESSION OF JUDGMENT AND WARRANT OF ATTORNEY.

By: ______________________________
Initials of Tenant's authorized representative

(f) Tenant expressly agrees that any judgment, order or decree entered against Tenant by or in any Court or Magistrate by virtue of the warrant of attorney contained in this Lease, or otherwise, shall be final.

(g) Tenant further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this Lease, and does hereby voluntarily condemn the same and authorizes the Prothonotary or Clerk of Court to issue a Writ of Execution or other process upon Tenant's voluntary condemnation, and further agrees that the said real estate may be sold on a Writ of Execution or other process.

(h) The right to enter judgment against Tenant and to enforce all of the other provisions of this Lease hereinabove provided for may, at the option of any assignee of this Lease, be exercised by any assignee of Owner's right, title and interest in this Lease in his, her, it's or their own name, notwithstanding the fact that any or all assignment of the said right, title and interest may not be executed and / or witnessed in accordance with the Act of Assembly of May 28, 1715, 1 Sm. L. 90, and all supplements and amendments thereto that have been or may hereafter be passed and Tenant hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating the manner and / or form in which such assignment shall be executed and witnessed.

SECTION 21.04 EJECTMENT.

WHEN THIS LEASE SHALL BE DETERMINED BY CONDITION BROKEN, EITHER DURING THE ORIGINAL TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY

EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION AND JUDGEMENT IN EJECTION AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY OWNER OF POSSESSION OF THE HEREIN LEASED PREMISES, FOR WHICH THIS LEASE SHALL BE HIS SUFFICIENT WARRANT, WHEREUPON, IF OWNER SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, OWNER SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE AMICABLE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

SECTION 21.05 LEGAL EXPENSES.

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Owner all expenses incurred therefor, including a reasonable attorney's fee, which shall be deemed to be additional rent hereunder and shall be due on the first day of the month following the incurring of such expenses.

SECTION 21.06 INTENTIONALLY OMMITTED

SECTION 21.07 WAIVER OF RIGHTS OF REDEMPTION.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

SECTION 21.08 REMEDIES CUMULATIVE.

All the remedies of the Owner and all the 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 of the premises shall deprive Owner of any of its remedies or actions against the Tenant for rent due at the time or which, under the terms hereof, would in the future become due as if there has 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 premises.

ACCESS BY OWNER

SECTION 22.01 RIGHT OF ENTRY.

Owner or Owner's agents shall have the right to enter the Leased Premises by giving reasonable notice to examine the same, and to show them to prospective purchasers or Tenants of the building, and to make such repairs, alterations, improvements, or additions as Owner may deem necessary or desirable, and Owner shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six months prior to the expiration of the term of this Lease or any renewal term, Owner may exhibit the premises to prospective Tenants or purchasers, and place upon the premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible, Owner or Owner's agents may enter the same by a master key, or may forcibly enter the same, without rendering Owner or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Owner any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

SECTION 22.02 EXCAVATION.

If an excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Leased Premises for the purpose of doing such work as Owner shall deem necessary to preserve the wall or the building of which the Leased Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Owner or diminution or abatement of rent.

TENANTS PROPERTY

SECTION 23.01 TAXES ON LEASEHOLD.

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

SECTION 23.02 LOSS AND DAMAGE.

Owner shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Owner shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances, sprinklers or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Owner shall not be liable for any such damage caused by other Tenants or persons in the Leased Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Owner shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part except for a period of one (1) year from the date Tenant takes possession of the Leased Premises. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Owner harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier whether caused from the negligence of Owner or its servants or agents or any other person or persons whatsoever.

SECTION 23.03 NOTICE BY TENANT.

Tenant shall give immediate notice to Owner in case of fire or accidents in the Leased Premises or in the building of which the premises are a part of defects therein or in any fixtures or equipment.

HOLDING OVER, SUCCESSORS

SECTION 24.01 HOLDING OVER.

Any holding over after the expiration of the term hereof, with the consent of the Owner, shall be construed to be a tenancy from month to month at one-hundred-fifty (150%) percent of the rents herein specified (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable. In such event if Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, he shall give Owner at least thirty (30) days written notice from the last day of any month to that effect. Failure to do so will obligate the Tenant to pay rent for an additional calendar month.

SECTION 24.02 SUCCESSORS.

All rights and liabilities herein given to, or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefits of any assignee of Tenant unless such assignment to such assignee has been approved by Owner in writing as provided in Section 16.01 hereof.

QUIET ENJOYMENT

SECTION 25.01 OWNER'S COVENANT.

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Owner or any other person or persons lawfully or equitably claiming by, through or under the Owner, subject, nevertheless, to the terms and conditions of this Lease.

MISCELLANEOUS

SECTION 26.01 WAIVER.

The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Owner, unless such waiver be in writing by Owner.

SECTION 26.02 ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

SECTION 26.03 ENTIRE AGREEMENT.

This Lease and the Exhibits and Addendum, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Owner and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration amendment, change or addition to this Lease shall be binding upon Owner or Tenant unless reduced to writing and signed by them.

SECTION 26.04 NO PARTNERSHIP.

Owner does not, in any way or for any purpose, become a part of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant.

SECTION 26.05 FORCE MAJEURE.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock outs, labor troubles, inability to procure materials, failure or power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the part delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

SECTION 26.06 NOTICES.

Any notice, demand, request or other communication or instrument relating to or required to be given under this Lease shall be in writing and shall be hand delivered or sent by a reputable overnight courier service, or by registered or certified mail, return receipt requested, addressed or sent as follows (or at such other address as either party may designate by written notice):

If intended for Owner:	Mr. Frank Comfort 607 Bellaire Avenue Ambler, PA 19002
With a copy to:	Tornetta Realty Corp. 910 Germantown Pike Plymouth Meeting, PA 19462 c/o Lease Administrator
If intended for Tenant:	Bhavesh Patel 8 Mimosa Court Sicklerville, NJ 08081

All such notice, demand, request or other communication or instrument shall be deemed to have been given on the date of delivery thereof if given by hand delivery, or on the date deposited with the courier service or the United States Postal Service if given by overnight courier service or United States mail, respectively. Notices by or to the parties may be given on their behalf by their respective attorneys.

SECTION 26.07 CAPTIONS AND SECTION NUMBERS.

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles or this Lease nor in any way affect this Lease.

SECTION 26.08 TENANT DEFINED, USE OF PRONOUN.

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, 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 use of the neuter singular pronoun to refer to Owner or Tenant shall be deemed a proper reference even though Owner or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply to the plural sense where there is more than Owner or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 26.09 BROKER'S COMMISSION AND AGENCY.

The Tenant agrees that if, with the permission in writing of Owner, Tenant 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, Tenant will not cause or allow any other agent to represent Tenant in any subletting or reletting of the Leased Premises other than Tornetta Realty Corp. and that should Tenant do so, or attempt to do so, the Owner may remove any signs that may be placed on or about the Leased Premises by such other agent without any liability to Owner or to said agent, the Tenant 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 Owner for said property only and shall not in any event be held liable to the Owner or to Tenant 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 Owner against Tenant, or by Tenant against the Owner.

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. 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. Owner agrees that it shall be responsible for any and all commissions or fees due Tornetta Realty Corp.

In consideration of the services rendered in procuring the tenancy created in this Lease, Owner agrees that Tornetta Realty Corp., as agent, has earned, and Owner agrees to pay to agent, a leasing or brokerage commission as set forth under a separate agreement between Owner and Broker. 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.

SECTION 26.10 PARTIAL INVALIDITY.

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

SECTION 26.11 NO OPTION.

This Lease contains confidential information and is the property of Tornetta Realty Corp. In consideration of the receipt of this document, recipient agrees not to reproduce, copy, use or permit others to use this document and/or the information herein without the express written permission of Tornetta Realty Corp., and agrees to surrender the same upon demand. The submission of this Lease for examination does not constitute a reservation of, or option for, the Leased Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Owner to Tenant.

SECTION 26.12 RECORDING.

Tenant shall not record this Lease without the written consent of Owner, however, upon the request of either party hereon the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference. It is the responsibility of the recording party to record a Termination of Lease Agreement upon said termination or expiration of said Lease Agreement.

SECTION 26.13 PINBALL / ELECTRONIC GAMES, ETC.

Tenant 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 Leased Premises gum machines, electronic games, vending machines, or games of chance or any description, without first having prior written permission from the Owner.

Tenant also agrees that at no time during the term of this lease or any extensions thereof, shall they use or allow the use of said 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, not to be used as a massage parlor or any offensive or illegal use, which in the sole opinion of the Owner may be determined as offensive or illegal.

SECTION 26.14 SECURITY SYSTEM.

Should the Tenant install or should there presently be a security system of any type in Tenant's demised premise, then said security system shall remain a part of the real estate and be turned over to Owner at the termination of this lease, including any keys and / or combinations, without any cost to Owner, for its use or for use by subsequent Tenants. Should the Tenant be requested to remove said security system by the Owner, then it shall be the Tenant'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.

SECTION 26.15 ODORS / NOISE & NUISANCE.

As the Leased Premises is located in a strip Shopping Center, it is imperative that odors, noise, or any other emission and / or nuisance which would originate from the Tenant's operation shall not permeate beyond the walls of the Leased Premises. Tenant shall be responsible for controlling said odors, noise, emissions and / or nuisance including the installation of necessary sound and odor controlling devices as is necessary in not unreasonably disturbing the adjoining Tenants.

SECTION 26.16 PEST CONTROL.

Tenant agrees that should it be required in the Tenant's facility, or in the adjoining facilities, that the Tenant shall contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the Owner. The sole cost and expense of this service shall be the responsibility and obligation of the Tenant, and a copy of said contract shall be delivered to Owner annually without demand.

SECTION 26.17 ENVIRONMENTAL MATTERS.

Owner represents to Tenant 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 Leased Premises. Furthermore, Tenant represents and warrants that they will not dump, store, 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. Tenant is obligated to notify Owner immediately, in writing, of any spillage or acts which would affect the Leased Premises or surrounding property. Tenant also agrees and understands that should they be in violation of any laws concerning the handling of materials known to be hazardous or have toxic characteristics and should any such materials be dumped, buried or spilled into the air, soil, surface water, or ground water of the subject premises then it shall be the sole responsibility of the Tenant to indemnify and hold Owner harmless, to correct said condition to the satisfaction of the Owner and the Pennsylvania Department of Environmental Protection (PADEP), the Environmental Protection Agency (EPA), and any other authority having jurisdiction, and the Owner may cancel this Lease. Tenant shall remain liable for any environmental condition related to its operation and occupancy regardless of when such conditions are discovered. The provisions of this paragraph shall survive expiration or termination of this Lease.

SECTION 26.18 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 the nature of 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 reasonably 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.

SECTION 26.19 OWNER'S LIABILITY.

Owner's responsibility under this Lease shall be limited to its interest in the leased space and in the building of which the Leased Premises forms a part, and no members of Owner's partnership shall be personally liable hereunder. Tenant agrees to look solely to Owner's interest in the leased space and in the building for collection of any judgement, and, in entering any such judgement, the person entering same shall request the prothonotary to mark the judgment index accordingly. If the leased space of the building is transferred or conveyed, Owner shall be relieved of all covenants and obligations under this Lease thereafter, provided that notice of said transfer or conveyance is given to Tenant by Owner.

SECTION 26.20 SPRINKLER SYSTEM.

Inasmuch as the Leased Premises contains a wet sprinkler system and to the extent that the Leased Premises is sprinklered, Owner agrees to provide any periodic maintenance on said sprinkler system as required from time to time, unless damage thereto is caused by Tenant, its agents, servants, employees, and / or invitees. Further, any damages resulting from the activation of the sprinkler system within the Leased Premises shall be at the absolute risk of the Tenant, with no obligation to the Owner resulting thereof. In addition, Owner shall be held harmless from any claim by Tenant due to the failure of the sprinkler system to adequately function. Tenant shall pay for all maintenance, including any fire service charge, water company charge, and any monitoring for said sprinkler system. Also, Tenant shall maintain heat in the Leased Premises so as to prevent the sprinkler system from freezing.

SECTION 26.21 NON-FOREIGN / OFAC CERTIFICATION.

Tenant hereby certifies that Tenant 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 Tenant's Social Security number of Federal Income Tax number and Tenant's home or office address are as shown in this Lease Agreement. Tenant acknowledges that this certification may be disclosed to the Internal Revenue Service pursuant to federal law.

Further, Tenant certifies that:

(a) Tenant 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) Tenant 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.

Tenant hereby agrees to defend, indemnify, and hold harmless Owner, and Owner'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.

SECTION 26.22 CONSUMER NOTICE.

Tenant and Owner acknowledge that they each have received a copy of the Consumer Notice as adopted by the State Real Estate Commission at PA. Code §35.336. Further, Owner's Agent herein is a DUAL AGENT when representing both Owner and Tenant in the rental of the Leased Premises.

SECTION 26.23 FINISHED STORE PREMISES.

The store premises will be delivered By the Owner in "AS IS" condition, except as provided for below:

(A). Roof top heating and air conditioning units as adequate in a retail store. New unit installed October 2021. Additional tonnage, as required by Tenant, shall be billed as an additional cost to Tenant.

(B). One (1) rest room provided by Owner. Additional rest rooms, if required by any governmental authority, shall be provided by the Tenant.

(C). Store fronts, windows and doors, and concrete slab on store floor shall be provided by Owner.

(D). A single phase, 200-amp electrical system with separate meter and various duplex receptacle outlets and wall switches per local ordinances and electrical codes.

(E). Owner will install a new hot water heater in the leased premises.

All other work in the interior of the store premises, including but not limited to any special plumbing, electrical, partitions, floor coverings and decorating, shall be the responsibility of Tenant.

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

Before any Tenant work begins, Tenant shall submit a copy of the plan to Owner, for Owner's approval, which shall be accepted or adjusted by the Owner within fifteen (15) days. Owner's approval of any plans, specifications and / or working drawings for Tenant's alterations or improvements shall create no responsibility or liability on the part of the Owner for their completeness, design sufficiency or compliance with any laws, rules and regulations now in force, or which may hereafter be in force of governmental agencies or authorities. All work completed by the Tenant shall be completed with materials of equal or better quality as the store premises, and with good workmanship, as approved by the Owner. It shall be the responsibility of the Tenant to submit a copy of the interior store plans to the appropriate governmental authorities in order for the Tenant to secure a Use and Occupancy Permit.

SECTION 26.24 OPTION TO RENEW.

Tenant shall have the right to renew this lease for one (1) renewal term of two (2) years, commencing on the day following the end of the initial two (2) 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:

Minimum rent during the Option Period shall be paid monthly on the first day of each month. In order to exercise said Option Period, Tenant must:

(a) Give Owner a written notice of Tenant's election to exercise said option at least six (6) months prior to expiration of the initial term; and

(b) Not previously been in default on this Lease Agreement; is not in default at the time said Option Period is exercised; nor is in default between the time this option is being exercised and the start of the extended lease term.

(c) It is agreed and understood by all parties, however, that the rental during the option period shall never be less than the previous year's rent.

Said Option Rent shall be paid as follows:

TERM	MONTHLY RENT	ANNUAL RENT
Year 1	$2,275.00	$27,300.00
Year 2	$2,383.34	$28,600.00

RULES AND REGULATIONS

SECTION 26.25 PERSONAL GUARANTEE

At the conclusion of the Second Lease Term so long as the Tenant has not previously been in default on this Lease Agreement; is not in default at the time said Option Period is exercised; nor is in default between the time this option is being exercised and the start of the extended lease term, Bhavesh Patel shall be removed as Guarantor of said Lease.

TENANT AGREES AS FOLLOWS:

(1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Owner.

(2) The delivery or shipping of merchandise, supplies, and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Leased Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Owner and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish, which at Owner's option may be included in common area maintenance.

(4) No radio or television or other similar device shall be installed without first obtaining in each instance Owner's consent in writing. No aerial or satellite dish shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of Owner. Any aerial or satellite dish so installed without such written consent shall be subject to removal without notice at any time.

(5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of Owner.

(6) If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The outside areas immediately adjoining the premises shall be kept clean and free from snow, ice,

dirt and rubbish by Tenant to the satisfaction of Owner, and Tenant shall not place or permit any obstruction or merchandise in such areas.

(8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

(9) Tenant shall use at Tenant's cost such pest extermination contractor as Owner may direct and at such intervals as Owner may require.

(10) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

TENANT 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 CONFESSED JUDGMENT. IN NEGOTIATING THIS ARMS-LENGTH COMMERCIAL LEASE, TENANT HAS EITHER BEEN REPRESENTED BY COUNSEL OR HAS DELIBERATELY CHOSEN, FOR BUSINESS REASONS, NOT TO BE REPRESENTED BY COUNSEL. SEE ATTACHED CONFESSION OF JUDGEMENT EXPLANATION AND DISCLOSURE OR RIGHTS/WAIVERS.

IN WITNESS WHEREOF, the parties hereto have executed theses presents this 5th day of November, 2024, and intend to be legally bound thereby.

TORNETTA REALTY CORP., Agent for Owner

BY: ______________________ (AGENT)

WITNESS:

____

BY: ______________________
Frank W. Comfort, Executor for the Estate of Grace A. Comfort (OWNER)

BY: ______________________
Akshu Inc. d/b/a Blue Bell Cigars

____

BY: ______________________
Bhavesh Patel (TENANT)

CONFESSION OF JUDGMENT
EXPLANATION AND DISCLOSURE OF RIGHTS/WAIVERS

Owner: Frank W. Comfort, Executor for the Estate of Grace A. Comfort

Tenant: Akshu Inc. d/b/a Blue Bell Cigars, and Bhavesh Patel

Lease: Dated , for 401 Penllyn-Blue Bell Pike, in the Penn Bell Plaza Shopping Center, Lower Gwynedd Township, Blue Bell, PA 19422, for space deemed to be 1300± square feet of retail space ("Premises").

1. As an additional and material inducement to Owner's agreeing to the terms and conditions of this Lease, 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 this Lease.

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

(A) THE WARRANTS OF ATTORNEY TO CONFESS JUDGMENT FOR POSSESSION CONTAINED IN THIS 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 PREMISES WITHOUT EITHER NOTICE OR A HEARING;

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

(E) BY SIGNING THIS LEASE 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 LEASE ON THE PART OF THE TENANT;

(F) BY SIGNING THIS 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.

(G) TENANT ACKNOWLEDGES, KNOWS AND UNDERSTANDS THAT IT IS THE CONFESSION OF JUDGMENT CLAUSES IN THIS LEASE WHICH GIVE OWNER THE RIGHTS ENUMERATED IN SUBPARAGRAPHS A THROUGH F OF PARAGRAPH 2 ABOVE. IF TENANT WERE NOT TO SIGN THE LEASE WHICH CONTAINS CONFESSION OF JUDGMENT CLAUSES DESCRIBED ABOVE, TENANT 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 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 CONFESSED JUDGMENT.

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

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

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

(B) This Lease is a contract entered into for business purposes;

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

5. 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 __ day of ____________, 2024.

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

BY: ___________________________________
, LLC

TENANT

By:______________________(SEAL)
Name: Bhavesh Patel
Its:

By: ______________________(SEAL)
Akshu Inc. d/b/a Blue Bell Cigars

NOTARY ON FOLLOWING PAGE

STATE OF PENNSYLVANIA :

:SS

COUNTY OF MONTGOMERY:

On the 5th day of November 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Bhavesh Patel, known to me (satisfactorily proven) to be the individual, whose name is subscribed to the within instrument and who acknowledges that she has the authority to sign and she has executed the same for the purposes therein contained.

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

Donna A. Boice

Notary Public

My Commission expires:

Commonwealth of Pennsylvania - Notary Seal
Donna A. Boice, Notary Public
Montgomery County
My Commission Expires May 22, 2027
Commission Number 1107646

EXHIBIT A