

2/23/25

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on this 1st day of August, 2025, by and between **MAURA EUGENI**, ("Landlord") having an address of 83 Limekiln Pike, Glenside, PA 19038 and tenant Benjamin Goff and Shaladin Young, 3040 Mitchell Ct., Lafayette Hill, Pa., 19444 ("Tenant").

In consideration of the promises contained herein and other good and valuable consideration, the receipt and consideration and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. PREVIOUS AGREEMENTS.

Upon full execution of this Lease Agreement, any previous lease agreement between Landlord and Tenant is cancelled, terminated, null, void and suspended.

2. PREMISES.

A. Landlord leases to Tenant and Tenant leases from Landlord that certain portion of 83 Limekiln Pike, Glenside, PA 19038, consisting of the garage (the "Premises") which is 547 Glenside Avenue, and upon the terms and conditions as hereinafter set forth. TENANT HAS INSPECTED THE PREMISES, THE FIXTURES, THE GROUNDS, BUILDING AND IMPROVEMENTS AND ACKNOWLEDGES THAT THE PREMISES IS IN ACCEPTABLE CONDITION AND AGREES TO ACCEPT THE PREMISES "AS IS."

2. Parking on the Premises is communal parking for 81, 83, 83A and 547 tenants. Only landlord and tenants are allowed to park overnight in the communal parking lot. No trucks or trailers can be parked overnight without advanced permission from Landlord. All vehicles utilizing these spaces must be maintained current registration, valid state inspection and insurance, proof of which shall be provided to the Landlord promptly upon request.

3. **TERM.** At the term of this Lease first month (\$1200), last month (\$1200) and security deposit (\$2000) shall be received by August 1, 2025 for possession of premise. First month of rent will be applied on **September 1, 2025** and last for three years (referred to herein as the "Term"). At the end of each calendar year, the Landlord has the right to renegotiate the rent amount.

4. RENT.

A. Tenant agrees to pay to Landlord One Thousand Two Hundred Dollars (US \$1,200) as monthly rent for the Premises ("Rent"), in advance, subject to bi-annual adjustment for any increase in property (school and real estate) taxes calculated as:

1. Because the Premises are only one part of the tax lot, one-third of the increase in property tax shall be attributable to the Premises. In the event that there is an increase in either or both of the two (the Spring "Real Estate Tax" or the Fall "School Tax") property taxes, one-third of said increase shall be divided by twelve and added to the then-current amount of Rent (the \$1,200 along with any previous tax adjustments) and that sum shall become the new amount of agreed upon Rent.

B. Tenant shall pay the Rent (and any other amounts due with the Rent) when due and payable on the first (1st) day of each month without any setoffs, deductions or demand thereof. Rent shall be payable to Landlord at via cash or check at 83 Limekiln Pike during business hours (Tuesday to Friday 9am to 3pm; Saturday 9am to 4pm) or via the Zelle App, with details to be provided by Landlord on request.

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C. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Landlord may apply such payments against the earliest outstanding Lease charges, or in any other manner which it may choose to account for such payments.

D. First month's Rent, or any other sum due from Tenant is not received by Landlord or Landlord's designee within five (5) days after such amount is due, then, without any notice to Tenant thereof, Tenant shall pay to Landlord a late charge equal to ten (10%) percent of the overdue amount plus any attorney's fees, court costs, and other expenses of collection or litigation incurred by Landlord by reason of Tenant's failure to pay such amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In addition, any Rent or other amounts not paid when due hereunder shall bear interest from the date due until paid at the Default Rate, which shall mean an annual rate of interest equal to eighteen percent (18%) per annum or the maximum interest rate permitted by law, whichever is lower.

5. **SECURITY DEPOSIT.** Tenant shall provide a security deposit of Two Thousand Dollars (US \$2,000) which Landlord will hold as security for Tenant's performance of the terms, covenants and conditions of this Lease including the payment of Rent, additional rent and other charges, including damages due Landlord. Landlord shall not be required to hold the Deposit in a separate account, but, rather, may commingle the Deposit with Landlord's other funds.

A. **Application of the Deposit.** Landlord may use, apply or retain the whole or any part of the Deposit to the extent required for the payment of any Rent or any other sum as to which Tenant is in Default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's Default in respect of any of the terms, covenants and conditions of this Lease including any damages or deficiency in the re-letting of the Premises or other reentry by Landlord. If Landlord uses, applies or retains the whole or any part of the Deposit, Tenant shall replenish the Deposit to its original sum within five (5) days after being notified by the Landlord of the amount due. An Event of Default shall occur if the amount due is not paid within the required time period.

B. **Transfer of Property.** In the event of a sale of the property of which the Premises forms a part, Landlord shall have the right to transfer the Deposit to the new purchaser in order to honor this lease to term. At that point the Landlord shall automatically be released by Tenant from all liability for the return of said Deposit; and Tenant agrees to look solely to the new Landlord for the return of said Deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Deposit to a new Landlord.

C. **When Returned.** In the event Tenant fully and faithfully complies with all the terms, covenants and conditions of this Lease, and Tenant is not in default of this Lease, Landlord shall refund the portion of the Deposit not used or retained by Landlord to Tenant within thirty (30) days after the expiration or termination of the Lease.

6. **USE.** Tenant shall use the Premises solely as office space or storage **no retail sales**. Tenant is expressly prohibited from using the Premises in conflict with any applicable zoning ordinance and regulation. Tenant shall, at Tenant's sole cost and expense, use commercially reasonable efforts to comply with the Rules and Regulations of Cheltenham Township. attached hereto as Exhibit "A" and all federal, state and local laws, ordinances, rules and regulations applicable to Tenant, Tenant's businesses and/or Tenant's use of the Premises.

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7. **INDEMNIFICATION AND INSURANCE.**

A. Tenant shall indemnify Landlord, its agents and employees against, and hold Landlord, its agents and employees harmless from any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments and expenses (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from: (a) the use or occupancy of the Premises by Tenant or any person claiming through or under Tenant; (b) any activity, work or thing done or permitted by Tenant in or about the Premises; (c) any act, omission or negligence of Tenant, or any person claiming through or under Tenant, or the employees, agents, contractors, invitees or visitors of Tenant or any such person; (d) any breach, violation or nonperformance by Tenant, or any person claiming under Tenant, or the employees, agents, contractors, invitees or visitors of Tenant or any such person, of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (e) except to the extent that any such loss is directly caused by or results from the negligence or misconduct of Landlord or its agents, contractors or employees, for which Landlord shall be solely responsible. If any action or proceeding is brought against Landlord, its employees or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

B. Tenant shall at all times during the term hereof, and any continuation thereof, at their own cost and expense, procure and maintain: (i) commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) for personal injury, death or property damage occurring upon, in or about the Premises; (ii) fire, extended coverage, vandalism and malicious mischief, sprinkler damage and all-risk insurance coverage on all personal property, trade fixtures, floor coverings, wall coverings, furnishings, furniture, and contents for their full insurable value on a replacement cost basis; (iii) workers' compensation or similar insurance, if and to the extent required by law and in form and amounts required by law and (iv) commercial automobile liability insurance policy covering bodily injury and property damage arising out of the operation of owned, hired, and non-owned vehicles at minimum combined single limits of \$1,000,000. Except for workers' compensation insurance, such insurance shall name the Landlord as an additional insured and be written with Penn Mutual or a company or companies acceptable to Landlord. Tenant agrees to furnish Landlord a certificate of insurance evidencing such insurance coverage issued by a company licensed to do business in Commonwealth of Pennsylvania annually upon the first day of the lease year (March 1st). All policies and certificates shall provide that they will not be cancelled or materially altered without giving thirty (30) days' notice to the Landlord and its agent. Tenant is not permitted to self-insure or have a self-insured retention greater than \$10,000 for any liability policy. Tenant must forward a copy of certificate of insurance (30 day from the commencement of the lease) and copy of renewal of insurance policy annually to the Landlord to term.

C. Throughout the Term, Landlord shall maintain "All Risk" property insurance with respect to the building in which the Premises is located in the amount of the full replacement value of the Premises (less the foundation).

D. Each of the parties hereto hereby releases the other to the extent of the releasing party's insurance coverage (or coverage required to be maintained hereunder), from any and all liability for any loss or damage covered by such insurance which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees. If any policy does not permit such a waiver, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation.

8. **MAINTENANCE AND REPAIRS.**

A. Landlord shall, at its expense, maintain the roof, gutters and downspouts and the exterior

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walls and structure of the building where the Premises is situated. Landlord shall have the furnace and the HVAC system each serviced annually.

B. Tenant shall, throughout the Term, at Tenant's sole expense, maintain the Premises in good order and condition, including but not limited to; janitorial service, payment of all utility bills (including electric, water and any others), trash removal and landscaping. Tenant shall return the Premises to Landlord in such good order and condition at the expiration or termination of the Term, ordinary wear and tear excepted. Tenant shall procure and pay for any necessary janitorial service within the Premises. The term "ordinary wear and tear excepted" shall not include holes, dents or scrapes in walls, doors or the ceiling of the Premises. Any repairs and replacements, and any labor performed or materials furnished in, on or about the Premises, shall be performed and furnished in strict compliance with all applicable laws, regulations, ordinances and requirements of all governmental bodies having jurisdiction over the Premises.

C. In addition, Tenant shall, throughout the Term, at Tenant's sole expense, be responsible for the maintenance, repair and replacement of the HVAC system and all other utilities servicing the Premises. The foregoing notwithstanding, Landlord warrants that, as of the Commencement Date, the plumbing, electrical, sewer, air conditioning, heating and ventilation systems, if any, will be in working order.

9. **UTILITIES.** Tenant shall pay, when due, all charges for water, gas, electricity, oil, fuel, heat and power and other utility bills for the Premises.

A. Tenant shall be responsible for contacting all applicable utility companies for the provision of utilities and other services to the Premises, including, but not limited to: heat, cable, telephone and internet. Tenant shall cause the companies providing such utilities and/or other services to bill Tenant directly.

B. Landlord shall not be liable for any failure of or interruption in utilities or services, nor shall any such failure or interruption entitle Tenant to terminate this Lease or abate any portion of the Rent due hereunder, provided that Landlord shall use reasonable efforts to remedy any interruption in the furnishing of services and utilities not furnished directly to the Premises by the serving utility.

10. **ALTERATIONS; IMPROVEMENTS.**

A. Tenant shall not make any alterations, renovations, improvements or other installations in, on or to any part of the Premises (including, without limitation, any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus or equipment of any kind to any part of the Premises) unless and until Tenant has obtained Landlord's prior written approval thereof. Tenant shall provide Landlord with paid receipts for all such work on the Premises. It shall be the Tenant's sole and exclusive responsibility to provide insurance coverage for the repair or replacement of any and all Tenant improvements to the Premises, along with Cheltenham Township permits, (if required) which have been approved prior by Landlord as set forth herein. Landlord assumes no responsibility for the permit, repair or replacement of any Tenant improvements.

B. Title to all improvements constructed by Tenant, when made, erected, constructed, installed or placed upon the Premises (with the exception of Tenant's removable trade fixtures, equipment and personal property) shall be and remain in Landlord, subject to the leasehold estate and interest created in Tenant hereunder until the expiration or sooner termination of this Lease, and upon such expiration or sooner termination, title to the improvements, in the condition in which Tenant has agreed to maintain them pursuant to the provisions of this Lease, shall automatically pass to, vest in and belong exclusively to Landlord without any interest on the part of Tenant and without further action on the part of either party and without cost or charge to Landlord.

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C. Mechanic's Liens. Tenant shall keep the Premises free of any liens claimed in connection with any alterations or improvements to the Premises and will pay or cause the same to be removed within ten (10) days of the entry of such lien. In the event Tenant shall fail to do so, Landlord may discharge the lien by payment or bonding of the amount secured thereby without investigating the validity thereof and regardless of whether Tenant may be then contesting the propriety or amount thereof. Any amounts so paid by Landlord, along with any attorneys' fees or other costs related to the discharge of such lien, shall be deemed Additional Rent and shall be immediately payable to Landlord by Tenant.

11. FIRE; CASUALTY. If the Premises or the Building are damaged in whole or part by fire or other casualty, such that the Premises or the Building are, in Landlord's reasonable opinion, unusable for Tenant's use, Landlord will provide notice to Tenant within ten (10) days of the date of such fire or casualty, and this Lease will terminate as of the date of such fire or casualty. If no such notice is provided, the Lease shall continue as set forth herein unless otherwise terminated by Landlord or Tenant. Notwithstanding anything set forth herein to the contrary, Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Premises necessitated by Tenant's action, inaction or negligence. In any such instance, Tenant's obligation to pay Rent shall not be abated.

12. EMINENT DOMAIN.

A. If the Premises, in whole or in part, shall be permanently condemned or taken as the result of the exercise of the power of eminent domain, or if Landlord shall convey the Premises under the threat of the exercise of such power (any of which shall be deemed a "condemnation" for the purpose of this Lease), then, in that event, this Lease and all of the right, title and interest of Tenant hereunder shall cease and terminate as of the date on which title to the Premises vests in the authority so exercising or threatening to exercise such power or the date when Tenant is required to surrender possession of the Premises, and all rents paid or payable by Tenant hereunder shall be apportioned as of the date of such vesting.

B. In the event of any condemnation that results in the termination of this Lease, Tenant shall have the right to make a claim for moving and relocation expenses only, but only if such claim shall not reduce the amount of the award or compensation otherwise recoverable by Landlord or the owner of the fee simple estate in the Premises. Tenant shall not have (and hereby waive) any claim against Landlord or the condemning authority for the value of any unexpired Term, or any condemnation that does not result in a termination of this Lease.

13. RELEASE OF CLAIMS. Tenant agrees that Landlord shall not be held responsible for, and is hereby expressly relieved from, any and all liability by reason of any injury, loss (including, without limitation, loss of life and damage to business), or damage to any person or property in or about the Premises, whether due to breakage, leakage, water flow, steam, gas, defective construction or defective condition anywhere in or on the Premises, or any other cause whatsoever, regardless of the loss, injury or damage to the person or property of Tenant or any other person or entity, unless such injury, loss or damage arises directly and solely out of Landlord's willful acts or recklessness. Without limitation of the foregoing, Tenant further agrees that Landlord shall not be liable in any claim for damages, by reason of inconvenience or interruption to Tenant's business arising from the making of additions, alterations or repairs to said Premises, or any part thereof, or to the machinery, fixtures or appurtenances therein, nor shall the making of any such addition, alteration or repair affect the rents and other sums payable hereunder.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit the use of the whole or any part of the Premises by any licensee without first obtaining the written consent of Landlord. In the event of any assignment or sublet following Landlord's written consent, Tenant shall remain primarily liable for the performance of all of the terms, conditions and covenants of this Lease. Any assignee or sublessee shall be required to execute and deliver to Landlord agreements for such transaction satisfactory to Landlord. If Landlord consents to any assignment or subletting, Landlord as part of such consent shall also have the right to require Tenant to pay to Landlord a sum equal to any rent payable to Tenant by the assignee or sublessee in excess of the Rent payable under this Lease. All such sums shall be paid by Tenant to Landlord

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as additional Rent immediately upon Tenant's receipt thereof, or alternatively Landlord may require the direct payment thereof to Landlord of any amounts due to Tenant as rent or additional rent under the terms of the assignment or sublease. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection with the assignment of this Lease, including reasonable legal fees, as well as pay Landlord for its time spent on the transaction at a reasonable per hour rate, the total of which shall not exceed \$1,500.00.

15. **DEFAULT.**

A. **"Event of Default" defined.**

- The commencement of a case under any chapter of the federal Bankruptcy Code by or against Tenant, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as bankrupt or insolvent, or the reorganization of Tenant, or an arrangement by Tenant with creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing;

- The failure of Tenant to pay any Rent or other sum of money within five (5) days after the same is due hereunder;

- Default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which default is not cured within ten (10) days after the giving of notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same;

B. **Remedies.** Upon the occurrence and continuance of an Event of Default, Landlord may do any one or more of the following:

- All Rents and all other sums payable hereunder for the balance of the Term shall immediately become due and payable as if by terms of this Lease they were payable in advance, and may immediately proceed to collect or bring action for said rents and other sums, as being in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rents and other sums, or Landlord may institute any other proceedings to enforce payment thereof.

- Landlord may re-enter the Premises, either by summary proceeding or otherwise, and may remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse 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.

- Landlord may elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and may reenter the Premises, without the necessity of legal proceedings, and may remove Tenant and all other persons (if Tenant is still in possession) and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

- **THE FOLLOWING SECTIONS SET FORTH WARRANTS OF AUTHORITY FOR ANY ATTORNEY TO CONFESS JUDGMENT AGAINST THE TENANT, AND TO HAVE TENANT'S PROPERTY SEIZED OR OTHERWISE SUBJECTED TO ATTACHMENT OR OTHER EXECUTION PROCESS IMMEDIATELY AFTER THE CONFESSED JUDGMENT IS ENTERED. IN GRANTING THESE WARRANTS OF ATTORNEY, TENANT REPRESENT TO LANDLORD THAT TENANT HAS HAD AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL ABOUT THIS MATTER, AND ACT KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS THE TENANT HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE**

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**CONSTITUTIONS OF AND LAWS OF THE UNITED STATES OF AMERICA
AND THE COMMONWEALTH OF PENNSYLVANIA.**

(A) UPON THE EVENT OF A DEFAULT BY TENANT UNDER THE LEASE AGREEMENT OR UPON THE EXPIRATION OF THE TERM OF THIS LEASE AGREEMENT OR THE EARLIER TERMINATION OR SURRENDER HEREOF AS PROVIDED IN THIS LEASE AGREEMENT, IT SHALL BE LAWFUL FOR ANY ATTORNEY TO APPEAR AS ATTORNEY FOR TENANT AS WELL AS FOR ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT AND TO CONFESS JUDGMENT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE AGREEMENT SHALL BE ITS SUFFICIENT WARRANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION OR OTHER APPROPRIATE WRIT UNDER THE RULES OF CIVIL PROCEDURE THEN IN EFFECT MAY ISSUE FORTHWITH WITHOUT ANY PRIOR WRIT OR PROCEEDINGS AND TENANT, WITH FULL KNOWLEDGE OF SUCH REMEDIES, WAIVE THEIR RIGHTS TO NOTICE THEREOF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE AGREEMENT. TENANT ACKNOWLEDGES THAT THE LEASE AGREEMENT GRANTS TO TENANT ADEQUATE GRACE AND NOTICE PERIODS AND TENANT ACCEPTS SUCH GRACE AND NOTICE PROVISIONS AS SATISFYING ALL OF TENANT'S RIGHTS INCLUDING BUT NOT LIMITED TO THEIR CONSTITUTIONAL RIGHTS; PROVIDED, HOWEVER, IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED, THE SAME SHALL BE DETERMINED THAT THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT FOR THE SAME DEFAULT AND UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AGREEMENT UNDER ANY OF THE TERMS OF THIS LEASE AGREEMENT TO BRING ONE OR MORE FURTHER ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES AND CONFESS JUDGMENT FOR THE RECOVERY OF POSSESSION OF THE PREMISES AS HEREINABOVE PROVIDED.


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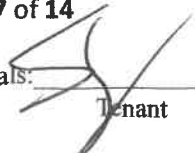
(B) UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT AS DEFINED HEREIN, TENANT HEREBY EMPOWERS ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR TENANT, AND CONFESS JUDGMENT AGAINST TENANT IN FAVOR OF LANDLORD, ITS SUCCESSORS OR ASSIGNS, AS OF ANY TERM, FOR ANY DETERMINED AMOUNT TO WHICH LANDLORD WOULD BE ENTITLED AS DAMAGES UNDER THE PROVISIONS OF THIS LEASE INCLUDING ALSO ANY ATTORNEYS' FEE FOR COLLECTION OF THE SAME OF FIFTEEN PERCENT (15%) OF THE TOTAL AMOUNT OF SUCH DAMAGES, TOGETHER WITH COSTS OF SUIT, AND TENANT HEREBY WAIVES ALL ERRORS, DEFECTS AND IMPERFECTIONS IN ENTERING SAID JUDGMENT OR IN ANY WRIT, OR PROCESS, OR PROCEEDING THEREON OR THERETO OR IN ANY WISE TOUCHING OR CONCERNING THE SAME; AND FOR THE CONFESSION AND ENTRY OF SUCH JUDGMENT, THIS LEASE OR A TRUE AND CORRECT COPY THEREOF SHALL BE SUFFICIENT WARRANT AND AUTHORITY. THE AUTHORITY AND POWER CONTAINED HEREIN SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AND AS OFTEN AS THERE IS AN OCCURRENCE OF ANY EVENT OF DEFAULT, OR IN THE EVENT OF A DELIBERATE EVENT OF DEFAULT AS DEFINED HEREIN; AND FURTHERMORE SUCH AUTHORITY AND POWER MAY BE EXERCISED DURING THE ORIGINAL TERM AND ANY EXTENSION OR RENEWAL THEREOF, OR AFTER THE EXPIRATION OR EARLIER TERMINATION OF THE TERM.

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**(C) IN ANY ACTION TO CONFESS JUDGMENT FOR
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AND/OR FOR RENT OR OTHER SUMS, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT, AND, IF A TRUE COPY OF THIS LEASE AGREEMENT (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, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING. TENANT HEREBY RELEASES TO LANDLORD AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR TENANT ALL ERRORS IN SAID PROCEEDINGS AND ALL LIABILITY THEREOF, UNDER THE ACTS OF ASSEMBLY AND RULES OF CIVIL PROCEDURE, EITHER AT THE END OF THE TERM OR EARLIER TERMINATION OF THIS LEASE AGREEMENT. TENANT, ACKNOWLEDGING THE ADEQUACY OF THE GRACE AND NOTICE PROVISIONS CONTAINED HEREIN, SPECIFICALLY WAIVES ANY RIGHTS TO NOTICE REQUIRED BY THE LANDLORD AND TENANT ACT OF 1951, AS AMENDED, AND AGREES THAT FIVE (5) DAYS' NOTICE SHALL BE SUFFICIENT IN ANY SUCH CASE.

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(5) Any costs and expenses incurred by Landlord (including, without limitation, reasonable attorneys' fees) in enforcing any of their rights or remedies under this Lease shall be deemed to be additional rent and shall be repaid to Landlord by Tenant upon demand.

C. Damages. If this Lease is terminated by Landlord, as a result of a default by Tenant, Tenant nevertheless shall remain responsible for all rents and damages which may be due or sustained by Landlord, and all reasonable costs, fees and expenses including, but not limited to, attorney's fees, costs and expenses incurred by Landlord in pursuit of his remedies hereunder, or in renting the Premises to others from time to time and an amount or amounts equal to the total accelerated rents which, but for termination of this Lease, would have become due during the remainder of the Term, as the case may be, less the amount or amounts of rent, if any, which Landlord shall receive during such period from others to whom the Premises may be rented.

15. SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-Tenants and assigns of said parties.

16. SUBORDINATION. This Lease and all of the rights of Tenant hereunder are subject and subordinate to any ground lease or underlying lease, mortgage, or other lien, encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them (each a "superior lien") that now or at any subsequent time affects the Premises or any interest of Landlord in the Premises or Landlord's interest in this Lease and the estate created by this Lease (except to the extent that the recorded instrument evidencing the superior lien expressly provides that this Lease is superior to the superior lien). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant shall execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, documents requested by Landlord, any ground Landlord or underlying Landlord or any mortgagee, or any holder of other instrument described in this paragraph, to confirm or effect the subordination. If Tenant does not execute, acknowledge and deliver any of those documents within five (5) days after written demand, Landlord, its successors and assigns, will be entitled to execute, acknowledge and deliver those documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors and assigns, as Tenant's attorney-in-fact to

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execute, acknowledge and deliver those documents on behalf of Tenant. Following a request from Tenant, Landlord shall use commercially reasonable efforts to obtain, within sixty (60) days of the date of such request, a non-disturbance agreement from any current or future mortgagee or holder of a deed of trust on the Premises, on such mortgagee's or holder's standard form, permitting Tenant, if Tenant is not then in default under the terms of this Lease, to remain in occupancy of the Premises in the event of foreclosure of any such mortgage or deed of trust provided that Tenant continues to comply fully with all of its duties and obligations contained in the Lease.

17. **SURRENDER AND HOLDING OVER.** Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises in broom-clean condition and in good repair as required by Section 8 above. If Tenant shall hold over after the expiration of the Term or of Tenant's right of possession, without written agreement providing otherwise, Tenant shall be deemed to be Tenant from month to month, at a monthly Rent, payable in advance, equal to two hundred percent (200%) of the Rent which would have been applicable had the Term continued through the period of such holding over, multiplied by the monthly Rent payable during the last year of the Term, and Additional Rent also payable in advance. Tenant shall be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a month-to-month tenancy. Nothing contained herein shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damages incurred by Landlord, due to Tenant's failure to vacate the Premises and deliver possession to Landlord as herein provided.

18. **LIMITATION OF LANDLORD'S LIABILITY.** There shall be no personal liability imposed upon Landlord in respect to any of the covenants or conditions of this Lease. Tenant shall look solely to the equity of Landlord in the Premises for satisfaction of the remedies of Tenant in the event of a breach by Landlord of any of the covenants or conditions of this Lease, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies in the event of a violation by Landlord of any of the above specified provisions. In the event Landlord or any successor owner of the Premises shall convey or otherwise dispose of the Premises or of the interest of Landlord in and to the Lease, all liabilities and obligations on the part of Landlord, or successor owner as Landlord, under this Lease accruing after such conveyance or disposal shall thereafter terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner of the Premises.

19. **HAZARDOUS MATERIALS.** Tenant shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance. As used herein, the term "**Hazardous Materials**" means substances, materials or waste, the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant," or "contaminant" and including, without limitation, (a) those designed as a "hazardous substance" under 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), (b) those defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), (c) those defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Sec. 9601, as amended), (d) those defined as a "toxic" under the Toxic Substance Control Act (15 U.S.C. Sec. 2601 et seq.), (e) those defined as a "hazardous material" by the Hazardous Transportation Act, as amended (49 U.S.C. Sec. 1801, et seq.), and (f) and any chemical or substance defined as a "toxic substances," "toxic pollutants," and "pesticides" under any applicable environmental law, including, without limitation, petroleum products and byproducts, PCB's, lead based paint, polychlorinated biphenyls, mold and asbestos.

20. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants and agrees that Tenant upon paying the rents herein reserved and performing and observing the covenants, conditions and agreements hereof upon the part of Tenant to be performed and observed, shall and may peaceably hold and enjoy the Premises during the Term hereof, without any interruption or disturbance from Landlord, or anyone claiming by, through or under

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Initials:

Landlord

Initials:

Tenant

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Tenant

Landlord, subject, however, to the terms of this Lease. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed as a personal covenant of Landlord, except to the extent of Landlord's interest in the Premises and only so long as such interest in the Premises shall continue, and thereafter this covenant shall be binding only upon such subsequent owners and successors in interest, to the extent of their respective interests, as and when they shall acquire the same, and only so long as they shall retain such interest. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Landlord, upon not less than 48 hours advance written notice to Tenant shall have access to the Premises during normal business hours to make necessary repairs to the Property as long as it does not cause disruption to Tenant's business and except in the case of an emergency, when no notice is required.

21. SIGNS. Subject to Cheltenham Township ordinances and regulations and to Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall be permitted, at their own cost and expense, to install signs attached to the outside of the building. Tenant shall permit Landlord to display a "For Sale" or "For Rent" sign on the Premises. Any such sign(s) may be placed upon such part of the Premises as Landlord may elect and may contain such matter as Landlord shall require. Prospective purchasers or tenants authorized by Landlord may inspect the Premises Monday through Sunday between the hours of 8:00 a.m. and 8:00 p.m. All signage installed by or for Tenant shall be paid for by Tenant and shall be removed by Tenant at their expense upon the termination of the Lease.

22. NOTICES. All notices from Tenant to Landlord shall be in writing directed to Landlord at the address of Landlord set forth above. All notices from Landlord to Tenant shall be in writing directed to Tenant at the addresses set forth above or at the Premises and shall be deemed properly given if; (i) given by hand-delivery, (ii) sent by electronic mail with a delivery confirmation; or (iii) sent by any nationally recognized overnight courier guaranteeing next day delivery.

23. FIRST RIGHT OF REFUSAL. The Tenant shall have the right to step in the place of any buyer that provides an offer, deemed acceptable by the Landlord, to purchase 83 Limekiln Pike. Tenant shall have a period of five (5) days to accept and continue the terms of the buyer's offer and, if accepted, Tenant shall be given thirty (30) days to close on the Premises.

24. MISCELLANEOUS.

A. Construction. The words "Landlord" and "Tenant" and "Tenants" shall mean, respectively, all parties Landlord or Tenant, regardless of number, and the word "he" shall be synonymous with "she", "it" and "they"; and the word "his" shall be synonymous with "her", "its" and "their". Where appropriate, the singular shall include the plural. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect. The failure of Landlord to insist upon strict and/or prompt performance of any of the terms, covenants and conditions of this Lease and/or the acceptance of such performance thereafter, shall not be construed as a waiver or relinquishment of Landlord's right to strictly enforce the same thereafter in the event of a continuing or subsequent default on the part of Tenant.

B. Entire Agreement; Modification. This Lease and the Exhibits hereto, set forth all of the covenants, promises, agreements, conditions and undertakings between Landlord and Tenant and is the final and complete agreement concerning the Premises, and supersedes any previous promise or understanding, whether oral or written between the parties. Any such promise or understanding not included herein is not enforceable and shall have no effect on this Lease. Landlord and Tenant hereby acknowledge and agree that Landlord has made no covenants, promises or agreements to Tenant other than those specifically set forth herein. This Lease may only be modified by writing executed by both Landlord and Tenant.

Initials: MF
Landlord

Initials: AB
Tenant

Initials: SG
Tenant

C. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT HEREBY MUTUALLY WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION.

D. **Time of Essence.** Time is of the essence of each provision of this Lease and all of the obligations of the Parties hereto.

E. **Recovery Fund.** As required by the Pennsylvania Real Estate Licensing and Registration Act, Landlord and Tenant acknowledge notice that the Pennsylvania legislature has established a real estate recovery fund whose purpose is to compensate persons who obtain a judgment because of fraud, misrepresentation or deceit of any agent. For further information, call (717)783-3658.

F. **Brokerage Commission.** Tenant warrants that they have had no dealings with any real estate broker or agents in connection with the negotiation of this Lease excepting Landlord's Agent, and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. In the event any claim is made for brokerage commissions by any person or entity, other than Landlord's Agent, as the result of acts or action of Tenant (or if claimed through Tenant), Tenant, their successors, and assigns, shall indemnify, defend and hold Landlord harmless from and against any and all damages and liabilities, including without limitation court costs, attorneys' fees, and other expenses of litigation incurred by Landlord in connection with any such claim. The foregoing agreement and warranty shall inure to the benefit of Landlord, its successors, and assigns, and Tenant agree to give testimony to this effect in case any action or proceeding is instituted by any real estate broker, licensed or otherwise, in connection with this transaction.

G. **Continuing Liability.** No termination or expiration of this Lease shall relieve Tenant of any obligation to pay or reimburse sums to Landlord or to indemnify or hold Landlord harmless from any damage or liability, where such obligation accrues or arises prior to such termination or expiration of this Lease, and Tenant shall be required to perform such obligations notwithstanding such termination or expiration. Tenant's duty to pay sums to Landlord is independent from all other obligations.

H. **Attorneys' Fees.** If Landlord employs the services of an attorney as a result of Tenant's default hereunder, Tenant shall reimburse Landlord for all reasonable fees, costs and expenses charged by such attorney, and such sums shall be considered Additional Rent.

I. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Signatures sent by email or facsimile shall be binding as if an original.

J. **Inability to Perform; Covenants Independent.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so. It is the intent of the parties that this Lease be construed as if the covenants contained herein between Landlord and Tenant are independent and not dependent and that Rent shall be payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease. In the event that Landlord shall be liable to Tenant for any sums or other matters, either arising out of this Lease or otherwise, Tenant shall not have the right to offset or deduct such liability of Landlord to Tenant against or from the Rent due to Landlord pursuant to the terms of this Lease.

K. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

L. **Choice of Law.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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Initials: 
Landlord

Initials: 
Tenant

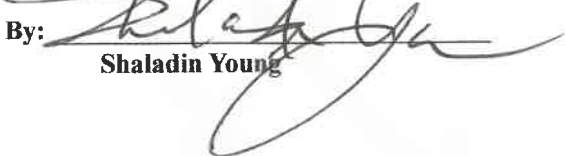
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Tenant

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above-written.

LANDLORD:

TENANT:

By: 
Maura Eugene

By: 
Benjamin Goff
By: 
Shaladin Young

Initials: 
Landlord

Initials: 
Tenant

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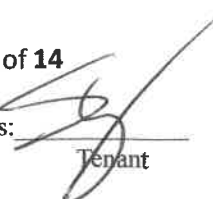
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EXHIBIT "A"
RULES AND REGULATIONS

1. The sidewalks, entrances, of the Building and Property shall not be obstructed or used as a waiting or lounging place by Tenants, and their agents, servants, employees, invitees, licensees and visitors. Landlord shall not be liable to Tenants for any damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises and the Building.

2. All damage done to the Building by the delivery or removal of any personal property, equipment, trade fixtures, merchandise, and other similar items, or by reason of their presence in the Building, shall be repaired by Tenants, immediately upon demand, upon expiration or termination of this Lease, or if by Landlord, then Tenants agree to reimburse Landlord for the cost of such repairs.

3. The toilet rooms, toilets, urinals, wash bowl and water apparatus shall not be used for any purpose other than for those for which they were constructed or installed, and ensure that no sweepings, rubbish, chemicals, or other unsuitable substances shall be thrown or placed therein. The expense of any breakage, stoppage or damage resulting from violation(s) of this rule shall be borne by the Tenants, or by whose agents, servants, employees, invitees, licensees or visitors, such breakage, stoppage or damage shall have been caused.

4. No sign, insignia, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the exterior of the Premises, Building and Property without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Provided, however, that upon Tenant's obtaining a proper permit from the appropriate governmental authorities and providing a copy of such Permit to Landlord, Landlord shall promptly provide its written consent to Tenant's installation and affixing of Tenant's exterior business signage to the Building. In the event of any violation of this requirement, Landlord may, upon notice to Tenants and opportunity to cure as provided in the Lease, remove the same without any liability, and charge the expense incurred in such removal to the Tenants.

5. No telephonic instruments or devices, or other wires, instruments or devices, shall be installed in connection with the Premises without the prior written approval of the Landlord which shall not be unreasonably withheld, conditioned or delayed. Such installations, and the boring or cutting for wires, shall be made at the sole cost and expense of Tenants and under the control and direction of the Landlord. Landlord retains in all cases the right to require (i) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Building; (ii) the changing of wires and of their installation and arrangement under ground or otherwise as Landlord may direct, and (iii) compliance on the part of all using or seeking access to such wires with such rules as Landlord may establish relating thereto. All such wires used by Tenants must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Building, with (i) the number of the Premises to which said wires lead; (ii) the purpose for which said wires are used, and (iii) the name of the company operating same.

6. Tenants, their agents, servants or employees, shall not (a) make any improper noises or disturbances of any kind in the Building, (b) defile any part of the Building or Property, (c) interfere in any way with the management and operation of the Building by Landlord, its agents, servants or employees, (d) go upon the roof of the Building, (e) use any additional method of heating or air-conditioning the Premises (including the use of the fireplaces), (g) bring in or keep in or about the Premises any animals, birds, or fish of any kind, (h) install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window sills of the Building.

7. Tenants shall not (i) fasten articles to, drill or make holes in, or drive nails or screws into the floors, ceilings, or doors of the Premises, and (ii) mark, break, paint, paper or otherwise cover the floors, walls, ceilings, doors and partitions, of the Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld,

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Initials: MS
Landlord

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Tenant

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conditioned or delayed and except as otherwise provided in the Lease. The expense of repairing any damage resulting from a violation of this rule shall be borne by the Tenants, or by whose agents, servants, employees, invitees, licensees or visitors, such damage shall have been caused. Tenants shall have the right to hang pictures and artwork on the walls, subject to the terms of the Lease.

8. Landlord reserves the right to make reasonable amendments, modifications, deletions and additions to the rules and regulations, and to make additional reasonable rules and regulations, as in Landlord's sole judgment may from time to time be needed for the safety, care, cleanliness, reputation, appearance and preservation of good order of the Building, provided that such amendments, modifications or additions do not interfere with Tenant's reasonable use and enjoyment of the Premises.

9. Tenants shall not do or permit anything to be done in said Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said building, or on property kept therein, or obstruct or interfere with the rights of other Tenants, or in any other way injure or annoy them, or conflict with the laws relating to fire, or with the regulations of the Fire Department, or with any insurance policy upon said building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health and any other constituted authorities.

10. No smoking will be permitted in the Building or the Premises.

11. Township trash collection currently occurs on Mondays. Tenants are responsible for providing their own trash container or dumpster, which container or dumpster may be stored at the end of the property along the fence line. All trash must be kept only *inside of* said container or dumpster. Tenants may also request a recycling bin from the township to be stored at the same location.

12. Tenants may install an alarm system at their own expense upon written notice to Landlord. In the event they opt to install an alarm system, they must comply with all applicable laws and regulations including, but not limited to, annual permit from Cheltenham Township. Further, should Tenants opt to install an alarm they must provide Landlord with a code to disarm the alarm.

13. Landlord will supply a single use fire extinguisher for the premises. Tenants are responsible for providing and mounting (visible from the front) additional fire extinguishers.

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Landlord

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Tenant

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