

**CHARLES A. FLECK,  
LANDLORD**

**AND**

**C HACKETT HOLDING, LLC,  
TENANT**

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## COMMERCIAL LEASE AGREEMENT

### PARTIES

THIS AGREEMENT MADE THIS first 23rd day of December \_\_\_\_, 2021, by and between, CHARLES A. FLECK (Hereinafter referred to as "Landlord") and C HACKETT HOLDING, LLC, A (Hereinafter collectively referred to as "Tenant").

#### 1. PREMISES

LANDLORD DOES HEREBY DEMISE and let unto Tenant and Tenant herein agrees to let from Landlord the demised property herein, identified as Suite B, located at 451 Millers Run Road. comprised of approximately 3,200 square feet of warehouse with a 12 foot door, approximately 1,000 square foot of office space and an outside yard bordered by Millers Run Rd, Wabash Ave and the existing fence in yard of the building and parking areas of the ("Premises") Tenant shall use Leasehold Premises as a commercial space located at: 451 Millers Run Road, Suite B (Building B), Morgan PA 15064.

#### 2. TERM OF THIS LEASE

THE TERMS OF THIS LEASE AGREEMENT shall be for a term of 24 Months commencing on the January 1, 2022 and ending at 12:00 noon on, December 31, 2023.

TENANT SHALL SURRENDER POSSESSION TO THE LANDLORD, WITHOUT NOTICE, UPON THE EXPIRATION OF THE TERM.

#### 3. RENT AND FUTURE OPTION

IN CONSIDERATION THEREOF the Tenant herein agrees to pay in advance as rent for the Leasehold Premises for a Twenty four (24) Month Lease hereby constituting a base sum of Seventy nine thousand two Hundred dollars (\$79,200.00) payable in monthly installments as follows:

The payments per month for the entire Term of the lease until Tenant expands into the adjacent space of the Lease will be Three Thousand Three Hundred Dollars (\$3,300.00) per month.

#### FUTURE RENTAL SPACE OPTION

The Landlord and Tenant hereby agree the following options will be triggered upon termination of the Oil Field Technologies Lease. The Oil Field Technologies Lease is due to terminate on February 28, 2022. The Tenant will Lease that portion of the



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building for an additional Two Thousand Seven Hundred Dollars (\$2,700.00) per month for the remaining Term of this Lease.

#### 4. SECURITY DEPOSIT

THE LANDLORD AND TENANT AGREE to the deposit and retention of a Security Deposit fund in the amount of Five Thousand Dollars (\$5,000.00). The Landlord is given express permission at its discretion to deduct any expense from the Security Deposit Fund including but not limited to: payment to repair damages; payment for any damage under the Lease. Tenant will replenish Security Deposit Fund to the original Five Thousand Dollars (\$5,000.00), if funds are deducted from the Security Deposit Fund.

#### 5. PAYMENT OF RENT

**THE RENT RESERVED AND DUE** shall be payable on the **FIRST** Calendar day of each Month. The Landlord herein reserves the right to change the place of payment and or to whom the payment is made payable to, the Landlord shall inform the Tenant in writing by certified return receipt mail postage pre-paid as to this change. All rent shall be payable without demand, deduction, setoff or, unless otherwise expressly provided herein, abatement, in advance, in monthly installments within 5 days of due date.

#### 6. TAX PAYMENT/INCREASE IN RENT DUE TO TAX INCREASE

THE PARTIES ACKNOWLEDGE that the tax payments for the demised premises will be paid by the Tenant on a prorate basis. The parties further acknowledge that the Premises may become subject to an increase in property taxes due to appeals to assessment that may be filed by the County, City or School Taxing Authority. Accordingly, the Tenant agrees to pay any increase in taxes on a monthly basis for any tax increase from the current tax base year of 2021. The amount the Tenant will pay is the pro rata share of the increase in property taxes from the 2021 amount until the end of the Lease Term. The increased amount of property taxes shall be prorated monthly and added to the base rent. The Landlord shall mail to Tenant, first class, postage prepaid to Tenant's last known address a thirty (30) day notice prior to the effective date of the increase that the monthly rental payment shall become due and payable. The Tenant shall be deemed to be in default and forfeiture of this Lease Agreement and any extended term thereof, for failure to pay the increased rental installment. Landlord, at Landlord's option, may take any and all legal proceedings to retake possession of the Leasehold Premises. In the event Landlord pays any taxes, payable by Tenant hereunder, Landlord shall have the right to collect the same and expenses incurred in connection therewith from Tenant by exercising all remedies provided by law and provided herein for collection of rent including but not limited to withdrawal of Funds from the Security Deposit Fund.

Prorated share is based on a total of 20,260 square feet of rentable building area on the property Tenant is occupying approximately 4,000 square feet.  $4,000/20,260 = .1974$  or

20%. Tenant would be responsible for 20% of any increases in Real Estate Taxes over the base year of 2021.

## 7. NOTICES

ALL NOTICES REQUIRED other than those specified hereunder shall be deemed sufficiently given if sent by certified mail, return receipt requested, addressed: Except that, Notices may be served upon the Tenant at the Premises by posting same.

**To the Tenant:**

Charles Hackett  
C Hackett Holding, LLC, d/b/a Foremost Auto and AAA  
451 Millers Run Road  
Suite B  
Morgan, PA 15064

**To The Landlord:**

Charles A. Fleck  
c/o John P. Corcoran, Jr., Esquire  
Jones, Gregg, Creehan & Gerace, LLP  
411 Seventh Avenue  
Suite 1200  
Pittsburgh, PA 15219

## 8. JOINT AND SEVERAL

IF THIS LEASE IS EXECUTED BY MORE THAN ONE PERSON AND/OR ENTITY AS TENANT, THEN IN THAT EVENT ALL THE OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL BE JOINT AND SEVERAL.


## 9. DEFAULT OF RENT

IF THE TENANT SHALL be in default of any installment of rent beyond the FIFTH (5<sup>th</sup>) DAY OF THE MONTH when the rental payment is due, or be in default of any other sum, or charge, as same becomes due payable, Landlord, at Landlord's option, may take proceedings to re-take possession of the Leasehold Premises herein described. The failure to pay rent is a material breach.

## 10. LATE CHARGE AND INTEREST

A LATE CHARGE in the amount of Ten Percent (10%) of the base rent shall be assessed if the monthly rental payment reserved and due has not been received at the offices herein designated, or may from time to time be designated, on or before the FIFTH (5<sup>th</sup>) DAY OF THE MONTH said rental payment is due and payable. Such assessment shall be deemed as additional rent and shall not grant to the Tenant the right to further delay the rental payment reserved and due beyond the late charge assessment date, or waive the right of the Landlord to exercise the Landlord's rights

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under the terms of this Lease Agreement. If payment is made after the 5<sup>th</sup> day of the month a late charge of Ten percent (10%) will be accessed, which will be deducted from Security Deposit as set forth in Paragraph 4 above.

#### 11. COLLECTION FEE AND PAYMENT OF ATTORNEY'S FEES

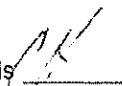
IF TENANT SHALL DEFAULT in making any payment required by the terms and conditions this Lease Agreement, and Landlord has obtained the services of any attorney, credit reporting Agency or debt collection service company with respect to the collection of the default amount thereof, the Tenant herein agrees to pay the Landlord, as additional rent, a fifteen (15%) percent collection fee on the default amount placed for collection. Also, Tenant agrees to pay any attorney's fees incurred by Landlord for prosecuting a collection action.

#### 12. BREACH OF LEASE

IF TENANT SHALL have breached any term or condition of this Lease Agreement, the Landlord shall notify the Tenant of said breach. Upon said notice the Tenant shall IMMEDIATELY cure said breach to the sole satisfaction of the Landlord. In the event the Tenant fails to correct the breach to the sole satisfaction of the Landlord, the Landlord, at Landlord's option, may take proceedings to re-take possession of the Leasehold Premises herein described.

The occurrence of any of the following during the Term shall constitute an Event of Breach by Tenant:

- a. Tenant shall fail to pay when due Base Rent, Additional Rent or any other charges that accrue under this Lease;
- b. Tenant shall fail to replenish Security Deposit as directed by Landlord per Paragraph 4.
- c. There shall be filed by or against Tenant in any court or other tribunal a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's property, unless such petition shall be filed against Tenant and Tenant shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within thirty (30) days of its filing;
- d. Tenant shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors or take the benefit of an insolvency law;
- e. A Trustee in bankruptcy or a receiver shall be appointed or elected or had for Tenant whether under federal or state laws;





- f. Tenant's interest under this Lease shall be sold under any execution or process of law.

### 13. BROKERS' FEE

The only brokers involved in this transaction are McCormick Real Estate representing the Landlord and Jeff Stephan of Coldwell Banker representing the Tenant. All commissions are paid as set forth in a separate agreement with the Landlord and their respective broker.

### 14. DELAY IN POSSESSION

**LANDLORD AGREES TO USE** its best commercially reasonable efforts to deliver possession of the Premises to Tenant by the Commencement Date. If, despite said efforts, Landlord is unable to delivery possession as agreed, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Tenant shall not, however, be obligated to pay Rent or perform its other obligations until it receives possession of the Premises. If possession is not delivered within sixty (60) days after the Commencement Date, Tenant may, at its option, by notice in writing within ten (10) days after the end of such sixty (60) day period, cancel this Lease, in which event the Parties shall be discharged from all obligations thereunder. If such written notice is not received by Landlord within said ten (10) day period, Tenant's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Tenant by the Start Date and Tenant does not terminate this Lease, as aforesaid, any period of rent abatement that Tenant would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Tenant would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Tenant. If possession of the Premises is not delivered within four (4) months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Landlord and Tenant, in writing.

### 15. ASSIGN AND SUB-LET PROHIBITED

**THE TENANT SHALL NOT** rent, assign, let or sub-let the Leasehold Premises, or any part thereof; nor transfer possession or occupancy thereof to any person, partnership, corporation or association; nor transfer, assign, mortgage or encumber this Lease Agreement without in each case first having obtained written consent of the Landlord. The Landlord shall be permitted at the Landlord's discretion to terminate the within Lease and renegotiate an entire new Lease with the Sub-Tenant. If this Lease Agreement be assigned, or if the Leasehold Premises, or any part thereof, be let, or sub-let, by anyone other than the Tenant without the prior written consent of the Landlord, the Landlord may collect rent from the assignee, Sub-Tenant or occupant and apply the amount collected to the rent herein due and no such collection shall be deemed a waiver against the assignment, or as an acceptance of the assigns, Sub-Tenant or occupant as a Tenant and in every case the Tenant shall continue to be liable

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to Landlord for the performance of this Lease Agreement during the term of this Lease Agreement.

## 16. REVERSIONARY RIGHT

**LANDLORD RETAINS THE RIGHT** to re-take possession of the Leasehold Premises herein described upon the expiration of the term of this Lease Agreement, or extended term, and all rights of Tenant are reverted to the Landlord. **IT IS FURTHER UNDERSTOOD** and agreed by the Tenant that Tenant shall have no further rights of entry and herein conveys, grants, assigns and delivers to the Landlord all rights of enjoyment and rights of possession held by the Tenant.

## 17. SUBORDINATION

**THIS LEASE AGREEMENT IS SUBJECT** to any and all present or future mortgages or deeds of trust affecting the Leasehold Premises; and Tenant shall execute, or cause to be executed, and deliver upon demand of Landlord, any and all necessary documents to subordinate this Lease Agreement to any such mortgage or deed of trust. Tenant shall not reserve the right to claim damage by reason of termination of this Lease Agreement or by reason or forfeiture of Landlord's right of possession.

## 18. USE OF PREMISES

**TENANT SHALL USE AND OCCUPY THE PREMISES** solely as: Commercial use. Tenant shall not use or permit the Premises to be used in violation of any Law, or in a manner which annoys or interferes with the rights of other tenants or occupants of the property, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for Tenant's occupancy of the Premises.

**USES PROHIBITED.** Tenant shall not do or permit anything to be done in or about the Premises nor bring to or keep anything in or on the Premises that is not within the Permitted Use of the Premises, or which shall in any way increase the existing rate on or affect any fire or other insurance upon the premises or any of its contents or cause a cancellation of any insurance policy or policies covering the premises or property or any part thereof or any of its contents.

## 19. HAZARDOUS MATERIALS

- (a) **Hazardous Materials are Strictly Prohibited and any Reportable Use of Hazardous Materials that are Permitted Requires Written Consent of Landlord**

"Hazardous Materials" will mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with

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other materials expected to be on the Premises, now or in the future, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Property, or any part thereof; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental authority or third party. Hazardous Materials will include, but not be limited to, solvents, petrochemical products, flammable materials, corrosive materials, carcinogens, oxidizers, methanol in any concentration or dilution, any other products containing methanol in any quantity, compressed gasses or liquids, radioactive materials explosives, asbestos, urea formaldehyde, PCB's, chlorofluorocarbons, Freon, or radioactive materials. Tenant agrees to provide Landlord, prior to its initiation of use of any Hazardous Materials which Tenant proposes to bring into the Premises and their locations within the Premises and methods of storage. ("Reportable Use") Tenant will also identify to Landlord all Hazardous Materials and any waste that emanate from any welding processes, and any other processes/materials present or utilized on the Premises, and how such hazardous materials shall be contained, captured, or sequestered and disposed of so as to eliminate the risk of contamination, fire, or other hazard. Tenant further agrees to comply with all future requests for information by Landlord including but not limited to copies of all applicable Material Safety Data Sheets (MSDS sheets) and documentation of the quantity, origin of, disposal, and destination of all hazardous materials. All insurance for protection from pollution or hazardous materials must be purchased by the Tenant.

Notwithstanding the foregoing to the extent limited permission is granted to the Tenant to possess or generate Hazardous Materials, ("Reportable Use") Tenant will not cause or permit any Hazardous Materials to be brought upon, kept, stored, discharged, released or used in, under or about any portion of the Property by itself, its agents, employees, contractors, Tenants, licensees or invitees, without the prior written consent of Landlord, and Landlord's consent will be in its sole discretion; provided, Tenant may bring into the Premises small amounts of Hazardous Materials (such as cleaning products and copy toner) which are readily available to Tenant by unregulated retail purchase if the same are necessary in Tenant's normal business operations. As to any Hazardous Materials brought to the Premise or Property by Tenant, with or without the prior written consent of Landlord (without waiver of the requirement of prior written consent), Tenant shall: (1) use such Hazardous Materials only as is reasonably necessary to Tenant's business, in small, properly labeled quantities; (2) handle, use, keep, store, and dispose of such Hazardous Materials using the highest accepted industry standards and in compliance with all applicable regulatory agencies and governmental Hazardous Materials requirements; (3) maintain at all times with Landlord a copy of the most current Material Safety Data Sheets MSDS sheet for each such Hazardous Materials; and (4) comply with such other rules and requirements Landlord may from time to time impose.

As to any Hazardous Materials brought to the Premises or Property by Tenant, with or without the prior written consent of Landlord (without waiver of the requirement of prior written consent), Tenant will comply with all federal, state and local laws, ordinances, and rules and regulations relating to Hazardous Materials, including but not limited to,

current rules and regulations or levels and standards as set from time to time by the Environmental Protection Agency, the U.S. Occupational Safety and Health Administration, or any other governmental agency. It is not necessary that any presence or contamination of the Premises reflect any government mandated threshold or quantity in order for Landlord to take any action under this Paragraph.

**(b) Duty to Inform Landlord**

If Tenant knows, or has reasonable cause to believe, that a Hazardous Material(s) or substance has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord, and provide Landlord with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Materials.

Tenant will immediately notify Landlord in writing of any governmental or regulatory action threatened, any claim, demand, or complaint made or threatened by any person against Tenant or any portion of the Property relating to damage, contribution, cost recovery compensation, or loss or injury resulting from any Hazardous Materials, and any report made to any governmental authority arising out of any Hazardous Materials on, or removed from, the Property or any portion thereof. Landlord retains the right to join and participate, as a party, in any legal actions affecting the Property or any portion thereof initiated in connection with Hazardous Materials laws.

**(c) Tenant Remediation**

Tenant shall not cause or permit any Hazardous Materials or substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises, or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Materials brought onto the Premises during the term of this Lease, by or for Tenant or any third party for or on behalf of Tenant.

**(d) Tenant Indemnification**

In addition to Paragraph 20 below, Tenant shall indemnify, defend and hold Landlord, its agents, employees, lenders and ground Landlord, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, fines, government actions, expenses, penalties, and attorneys and consultants fees arising out of or involving any Hazardous Materials brought onto the Premises by or for Tenant or any third party for or on behalf of Tenant, (provided, however, that Tenant shall have no liability under this Lease with respect to underground migration of any Hazardous Materials or substance under the Premises from adjacent properties not caused or

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contributed to by Tenant). Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Materials, unless specifically so agreed by Landlord in writing at the time of such agreement.

**(e) Landlord Termination Option**

If a Hazardous Materials Condition (spill or other discharge of Hazardous Material) occurs during the term of this Lease. Landlord may, at Landlord's option, either (i) investigate and remediate such Hazardous Materials Condition, if required, as soon as reasonably possible at Tenant's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds twelve (12) times the then monthly Base Rent or \$1,000,000, whichever is greater, give written notice to Tenant, within thirty (30) days after receipt by Landlord of knowledge of the occurrence of such Hazardous Materials Condition, of Landlord's desire to terminate this Lease as of the date sixty (60) days following the date of such notice. In the event Landlord elects to give a termination notice pursuant to this subparagraph, Tenant may, within five (5) days thereafter, give written notice to Landlord of Tenant's commitment to pay the amount by which the cost of the remediation of such Hazardous Materials Condition exceeds an amount equal to twelve (12) times the then monthly Base Rent or \$1,000,000, whichever is greater. Tenant shall provide Landlord with said funds of satisfactory assurance thereof within thirty (30) days following such commitment. In such event, this Lease shall continue in full force and effect, and Landlord shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Tenant does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Landlord's notice of termination.

Tenant shall not permit or allow any activity in the Premises which will have an adverse effect on indoor air quality, including smoking and any remodeling activity or introduction of materials which would have such an effect. Landlord shall have the right, but not the obligation, to monitor indoor air quality within the Premises. Tenant acknowledges that construction (either initial construction or remodeling) by Landlord in the Premises or elsewhere in the Project, and other operations in the Project, may involve processes or materials which have adverse effects on indoor air quality; accordingly, Tenant (1) shall follow directives of Landlord and its agents related to ventilation, occupancy of the Premises, and other steps related to indoor air quality; and (2) Tenant hereby waives any claims related to such effects, including claims for damages, breach of quiet enjoyment, and/or constructive eviction.

## 20. INDEMNIFICATION AND HOLD HARMLESS

(a) Tenant, for itself, its servants and employees, successors and assigns, agrees to defend, indemnify, and hold harmless, Landlord, its successors and assigns, and also the Landlord's agents, servants and employees, as well as the Property Owner and the Property Owner's Managing Agent and their agents, servants and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, together with any and all losses, costs, expenses, and attorneys' fees, in connection therewith or related thereto, (1) that are asserted by any entity, person, or persons (including, without limitation, servants and employees of Tenant) for personal injury, bodily injury, disease, death (including, without limitation, any workers' compensation claims), or property damage arising or in any manner growing out of the Work governed or controlled by this Lease or any other Contract Document, and (ii) all claims, including claims and liabilities under the Oil Pollution Law, Hazardous Sites Clean Up Act, and the Comprehensive Environmental Responses Compensation and Liability Act of 1980 (CERCLA) and any claims made by any governmental or regulatory agency.

(b) The Tenant shall keep and save Landlord harmless from any penalty, damage, charge or expense imposed or incurred for violation of any ordinance or law, including environmental violations whether occasioned by the neglect of Tenant, its agents, employees, contractors, or invitees then upon or using the premises. Tenant shall also save Landlord harmless and free from any claim, demand, loss, cost, damage or expense, including attorney's fees and expenses, arising or allegedly arising out of any accident or other occurrence including causing injury to any person or property and due directly or indirectly to the condition of or the use, storage, disposal, transportation, generation and/or sale of Hazardous Materials, including, without limitation, costs and expenses, incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by Governmental Regulations because of Hazardous Materials in, or about the Premises or any place else which came or otherwise emanated from Tenant or the Premises due directly or indirectly to the condition of or the use of or occupancy of the premises as a result of Tenant's negligence. This paragraph shall survive expiration or earlier termination of this lease.

## 21. INSURANCE

**THE TENANT MUST PROVIDE** its own workers' compensation insurance for the Tenant and for his/its employees. In addition, at a minimum Tenant must provide automobile liability insurance and general liability insurance.

During the term of this Agreement, Tenant will carry and maintain in full force insurance of the following types and minimum amounts with such insurance Landlord or insurance companies as are acceptable to Landlord, but in any such event insurance companies must have an "A" insurance rating. The following types of insurance and insurance limits are required:

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Commercial General Liability including	\$ 2,000,000 Per Occurrence for Bodily Injury, Death, Property Damage, and Personal Injury and Coverage will include what is set forth in (h) below.
	\$ 3,000,000 Aggregate
Property Coverage	\$ 2,000,000 Each Accident
Automobile Liability Coverage	\$ 2,000,000 Combined Single Limit, including for owned, non-owned and hired vehicle
Workers' Compensation	\$ 2,000,000 Each Accident including temporary, Leased and casual workers

Tenant agrees:

- (a) Landlord may inspect such insurance policies at any time;
- (b) Tenant will cause such policies to be properly endorsed to provide the insurance Landlord or companies with Landlord information for endorsement and will give to Landlord ten (10) days' written notice of termination, alteration or change of the policies;
- (c) Tenant will cause the insurance Landlord or companies to furnish Landlord with Certificates of Insurance detailing the coverage and such Certificates are to be delivered to Landlord concurrently with execution of this Agreement by Tenant;
- (d) Landlord may, in writing, designate higher or lower limits for such insurance and Tenant will procure and maintain in full force such insurance in the amount so designated;
- (e) To provide Landlord with appropriate Certificates of Insurance confirming that Landlord has been named as an Additional Insured on Tenant's Liability Insurance Policy; and Certificate of Insurance will need to include the following "Description of Operations":

**CHARLES A. FLECK SHALL BE NAMED AS ADDITIONAL INSURED IN REGARD TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY. COVERAGE MUST BE PRIMARY AND NON-CONTRIBUTORY TO THAT OF THE ADDITIONAL INSURED. THIRTY (30) DAYS' WRITTEN NOTICE OF CANCELLATION OR CHANGE WILL BE PROVIDED. A WAIVER OF SUBROGATION WILL ALSO BE INCLUDED IN REGARD TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION IN FAVOR OF THE ADDITIONAL INSURED.**

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arising out of any failure of Tenant, its agents, contractors, employees, suppliers, licenses or invitees to observe any covenants of this paragraph. All provisions of this Paragraph shall survive any termination of this Lease.

**23. NO MORTGAGE ASSIGNMENT**

**NEITHER TENANT NOR TENANT'S** legal representatives, successors or assigns shall assign, mortgage or encumber this Lease Agreement.

**24. SNOW REMOVAL**

**TENANT SHALL BE RESPONSIBLE** to perform any snow and/or ice removal and place de-icing material on the parking lot and walk area. The Tenant shall make a reasonable effort to remove the snow and ice in a timely matter.

**25. SEWER CHARGES AND PLUMBING USAGE**

Tenant shall pay in addition to rent hereunder, all charges for water, septic system/sewer fee, waste disposal, utilities and services.

**26. FIRE EXTINGUISHER AND FENCE AND GATES**

Tenant is responsible for installing security fencing to accommodate their needs for the outside yard closest to Millers Run Rd. Whatever fencing is installed, such installation must be done to code, with necessary permit approval if required. Fencing shall not in any way impede any other tenant on the property, nor the self storage units. No fencing will be installed to impede access by emergency vehicles around all sides of the buildings. Tenant is permitted to install security cameras anywhere they are needed on the property provided such installation does not infringe on the Rail Road right of way. Such installation locations, if they are on a structure, must be approved by the Landlord prior to being installed. Landlord's approval will not be unduly delayed nor refused except for structural reasons.

**TENANT SHALL OBTAIN AND PLACE FIRE EXTINGUISHERS** prior to Tenant occupying Premises and sufficient to meet requirements of NFPA10 and any other governing authorities, regulations, or standards.

**27. NO PETS AND/OR ANIMAL OF ANY KIND**

(a) **TENANT SHALL NOT** have any animal, bird, fish or reptile, of any kind, brought into the Leasehold Premises, building in which rental property is located, or on the property upon which the building is situate without the express written consent of Landlord.

(b) **FAILURE OF TENANT** to obtain written consent of Landlord, shall be a breach of the terms and conditions, and a forfeiture, of this Lease Agreement. Landlord, at Landlord's option, may end this Lease Agreement, by notice, in writing to Tenant. Tenant will have no further right to possession of rental unit.

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## 28. LANDLORD'S MAINTENANCE

**LANDLORD SHALL** maintain, at Landlord's sole cost, and keep in good condition ONLY the roof membrane, roof structure, bearing walls, parking lot foundation and surface, building foundation, brick and masonry, main water line from the curb box to the water meter (not including water meter) and main sewage line from the point that the sewage pipe comes out of the ground in building to street hookup.

The Landlord will have HVAC and Wiring tested for operational and good working status only at time of execution of this Commercial Lease. Thereafter, HVAC repairs are responsibility of Tenant.

Tenant will enter into a formal service contract with a mutually agreed to certified HVAC firm that will perform scheduled maintenance, inspections and when needed repairs to the existing units. Landlord is not responsible for replacing HVAC units that have not been properly and responsibly maintained.

## 29. TENANT'S MAINTENANCE

**TENANT SHALL** maintain repair and or replace all items not covered by Landlord's Maintenance section of Lease Agreement at the Tenant' sole cost without setoff, deduction or reimbursement of any kind. This includes but is not limited to the furnace and air conditioning.

**The Tenant shall pay for all glass and plate glass breakage.**

IF TENANT CLOGS the sewage lines, Tenant shall be responsible, at Tenant' sole cost, without reimbursement, deduction, offset from any kind, to restore the sewage line to an operating condition. Tenant shall at all times keep and maintain all other parts of the premises in a clean and organized state, in good order and condition, including but not limited to the doors and hardware, windows, walls, the air conditioning system and heating systems, exhaust fans and intake louvers, interior plumbing systems, floor drains and catch basins, interior light fixtures, circuit breakers, switches, bulbs, ballasts and outlets, making any necessary repairs and replacements thereto which may be required.

## 30. TENANT'S OBLIGATIONS

**TENANT SHALL NOT** place or allow to be placed any stand, booth sign, or show case upon the doorsteps, vestibules or outside walls or pavements; or paint, place, erect or cause to be painted, placed or erect any sign, projection or device on or in any part of the premises without the expresses written consent of the Landlord.

**TENANT SHALL NOT** make any alterations, improvements, and additions or install any fixtures, whether installed before or after the execution of this Lease Agreement without the prior written consent of the Landlord. ALL SUCH alterations, improvements,

additions, fixtures shall remain upon the premises at the expiration, or sooner termination, of this Lease Agreement and become the property of the Landlord, unless Landlord shall, prior to the termination of this Lease Agreement, have given written notice to Tenant to remove same, in which event the Tenant shall remove such alterations, improvements and additions, and RESTORE THE PREMISES TO THE SAME GOOD ORDER AND CONDITION IN WHICH THEY WERE AT THE TIME OF EXECUTION OF THIS LEASE AGREEMENT.

**TENANT SHALL NOT** use, or cause to be used, or operate any equipment that in Landlord's sole judgment is harmful to the building or disturbing to other Tenant occupying other parts of the demised property thereof.

**TENANT SHALL NOT** place any weight in any portion of the demised Premises beyond the safe carrying load of the structure; **TENANT SHALL NOT SUFFER TO BE DONE** any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force, or hereafter to be placed on the demised property, or any part thereof, shall become void or suspended, or whereby the same shall be rated as a more hazard risk than at the time and date of the execution of this Lease Agreement, or employ any person/s convicted of, under indictment for, or suspected of arson, or any related crime, or carry or have any benzene or explosive matter of any kind in and about the demised Premises.

**Prior to any work being done by contractors of Tenant, Tenant and Contractor will be required prior to engaging any work inside or outside of building to have signed the attached Mechanic's Lien Waiver Agreement indicating that this work is excluded pursuant to 49 Pa. C.S.A. § 1303(d) (and this document is to be given to Landlord. (A copy of the required form that must be fully executed and provided to Landlord before commencement of any work on the Leasehold Premises is attached as Exhibit "A").**

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**TENANT SHALL** keep the demised property clean and in a safe condition and maintain such sanitation requirements required by municipal or governmental regulations or governmental agency.

**TENANT SHALL** remove all debris from the demised property daily and properly bag and tie all debris and place into assigned area for pick up.

**TENANT SHALL** use all utilities and any and all appliances as may be furnished by Landlord, in a reasonable manner.

**TENANT SHALL** conduct himself/herself and all other persons on the demised property with or without Tenant's consent in a manner that will not disturb the peaceful enjoyment of other Tenants, if any, in the demised Premises and those persons residing near or doing business near the demised property.

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TENANT SHALL comply with any and all future rules and regulations that may from time to time be adopted by Landlord.

TENANT SHALL be responsible for putting in place a scheduled maintenance for HVAC equipment.

TENANT SHALL be responsible for fencing in the outside yard area for their use.

TENANT SHALL be responsible for landscaping, outside yard requirements that may come into effect due to municipal ordinance including, but not limited to, solid fencing to alleviate visual inspection from the road.

TENANT SHALL not impede any access to the driveway surrounding any of the buildings.

TENANT SHALL not park in front of building located on 453 Millers Run Road.

TENANT SHALL not perform any auto body type work including, but not limited to, spraying application or use of any auto body products on the premises.

### 31. FIXTURES , ADDITIONS, IMPROVEMENTS AND ALTERATIONS

#### Installation by Tenant

All fixtures installed by Tenant shall be new or completely reconditioned. Any alterations, additions, improvements or installations of any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or any changes made by Tenant shall be of quality comparable to such alterations, additions or improvements made in or to similar stores and shall be aesthetically and architecturally harmonious with the overall physical appearance of the Premises.

If any of the Leased Premises are damaged by the construction process, the Tenant shall submit to its insurer for coverage and fully compensate the Landlord for any claim.

#### Tenant Shall Discharge All Liens

TENANT SHALL PROMPTLY pay all contractors and materialmen in order to eliminate the public filing of a lien attaching to the Premises. Should any such lien be filed, Tenant shall provide Owner/Landlord with a bond in the amount of 120 percent of the asserted lien in excess of \$10,000, as guaranty of payment of the lien or shall cause the lien to be removed from the public records within ten (10) days after written demand by Owner. **The Tenant will pay all contractors for services prior to commencement of work and obtain an executed lien waiver pursuant to Section 1401(b) of the Pennsylvania Mechanics Lien Law. 49 Pa. C.S.A. §1401(b).** Pursuant to Section 1303(d) of the Pennsylvania Mechanic's Lien Law, no lien shall be

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allowed against the Owner/Landlord. It is specifically stipulated that any improvement to the Leased Premises will not be for the immediate use and benefit of the Owner/Landlord, but only for the immediate use and benefit of the Tenant. 49 Pa. C.S.A. §1303. Tenant shall defend, indemnify, protect, and hold Landlord harmless and shall pay all costs, expenses, and attorney's fees incurred or paid by Owner/Landlord in connection with any litigation arising out of any lien filed by a contractor or subcontractor.

Contractor and Tenant shall execute the form attached as Exhibit "A," prior to commencement of any work.

### **32. BUSINESS INTERRUPTION INSURANCE**

Landlord and Tenant, at their sole option, shall each be independently responsible for the procurement of Business Interruption Insurance to protect their respective interests under this Lease.

### **33. ATTORNMENT**

**IF THE INTERESTS OF LANDLORD** under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage and/or ground lease on the Premises, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser") for the remaining balance of the Term, and any extensions or renewals thereof which may be effective in accordance with the terms and provisions hereof with the same force and effect as if the Purchaser were Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage and/or Landlord under any such ground lease if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then-remaining balance of the Term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liability and responsibility thereafter accruing to Tenant under this Lease or otherwise, and Landlord's successor by acceptance of rent from Tenant hereunder shall become liable and responsible to Tenant in respect in all obligations of the Landlord under this Lease.

### **34. ABANDONMENT OF PERSONAL PROPERTY**

**ABANDONED PERSONAL PROPERTY** will be disposed of in accordance with the Pennsylvania Personal Property Abandonment Act. (Section 505.1 of the Pennsylvania Landlord Tenant Act 68 P.S. § 250.505a).

### **35. PROPERTY SALE** Intentionally deleted

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by Landlord, shall be a material breach of the terms and conditions, and a forfeiture, of this Lease Agreement. Landlord at Landlord's option may begin proceedings to re-take possession of the Leasehold Premises. Landlord, at Landlord's option, may end this Lease Agreement, by notice in writing and Tenant may have no further right of possession of the demised Premises.

#### 40. DAMAGES BY FIRE AND/OR OTHER CASUALTY

**PARTIAL DAMAGE AND AT FAULT BY TENANT:** If Tenant or Tenant's employees, agents, vendors, representatives, servants or visitors **are at fault** for the damages caused by fire or other casualty to the Leasehold Premises, and or the building in which the Leasehold Premises is contained therein or the Premises upon which the building is situated, the Tenant shall be liable for rent as each rental payment reserved and due becomes payable, as if to say the Leasehold Premises and or the building in which the Leasehold Premises is contained therein are wholly leasable.

**The Landlord shall at the Landlord's sole option:**

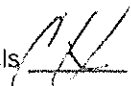
- (1) Landlord shall make the required repairs, at the Tenant sole cost, as soon as reasonably and conveniently may be done; or.
- (2) Compel the Tenant to perform the required repairs at the Tenant sole cost; and
- (3) Landlord reserves the right to terminate this Lease Agreement, or extended term thereof by written notice to Tenant, by first class mail, postage prepaid to Tenant's last known address, and
- (4) Landlord shall not be liable to Tenant for any damages, claims, or losses of any and all kind or inconvenience suffered by Tenant by reason of any fire or other casualty under this section.

#### 41. PARTIAL DAMAGE NOT AT FAULT BY THE TENANT

**IF THE TENANT** or Tenant's employees, agents, vendors, representatives, servants and visitors **are not at fault** through negligence, or by any other cause, or action, for the partial damage caused by fire or other casualty to the Leasehold Premises or the building in which the Leasehold Premises is contained therein, but not to the extent as to render the entire Leasehold Premises non-leasable.

**The Landlord shall at the Landlord's sole option:**

- (1) Make the necessary repairs, at the Landlord's sole cost, as reasonably and conveniently may be done; or



- (2) The rent from the date of the fire or other casualty shall be equitably abated according to the square foot area of the Leasehold Premises rendered untenable until the same is restored; and
- (3) Landlord reserves the right to terminate this Lease Agreement, or extended term thereof, by written notice to Tenant by first class mail, postage prepaid to Tenant's last known address and
- (4) Landlord and Tenant herein agree to hold each other harmless from any claims, damages or any action of any and all kind as each may suffer as a result of the partial damage to the Leasehold Premises, or the building in which the Leasehold Premises is contained or the property upon which the building is situated under this section.

#### **42. TOTAL DAMAGE NOT AT FAULT BY THE TENANT**

IF THE TENANT or Tenant's employees, agents, vendors, representatives, servants and visitors are not at fault through negligence, or by any other cause, or action, for the total damage caused by fire or other casualty to the Leasehold Premises or the building in which the Leasehold Premises is contained therein, the Lease shall terminate and Landlord and Tenant agree to hold each other harmless from any claims, damages or any action of any and all kind as each may suffer as a result of the total damage to the Leasehold Premises, or the building in which the Leasehold Premises is contained or the property upon which the building is situated under this section.

#### **43. TOTAL DAMAGE AT FAULT BY THE TENANT**

**IF THE TENANT** or Tenant's employees, agents, vendors, representatives servants and visitors **are at fault** for the total damages caused by fire or other casualty to the Leasehold Premises and/or the building in which the Leasehold Premises is contained therein, the Tenant shall:

- (1) Be liable to Landlord for each month's rent reserved and due until the expiration of this Lease Agreement or extended term thereof as if to say the Leasehold Premises are wholly leasable;
- (2) Landlord shall not be liable to Tenant for any loss, damage or inconvenience suffered by Tenant by reason of any fire or other casualty under this section; and.
- (3) Landlord may terminate this Lease Agreement, or any extended term thereof, by written notice to Tenant by first class mail, postage prepaid to Tenant's last known address.

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#### 44. CONDEMNATION

IF THE LEASEHOLD PREMISES shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right of eminent domain or by private purchase in lieu thereof, then in that event the term of this Lease Agreement shall cease and terminate from the date of title vesting in condemner by such proceeding or purchase and Tenant shall have no claim against Landlord for the value of any unexpired term of said Lease Agreement.

#### 45. VACATE PRIOR TO EXPIRATION

TENANT SHALL NOT vacate the Leasehold Premises herein described prior to the expiration of the term of this Lease Agreement without the prior written consent of the Landlord. Tenant further understand, and agree that in the event the Tenant vacate the Leasehold Premises prior to the expiration of the term without the expressed written consent of the Landlord, the Tenant shall continue to pay each month's rent as such rent becomes reserved and due until the total sum of this Lease Agreement has been paid in full or until the Landlord has obtained a replacement to lease the Leasehold Premises vacated, abandoned or surrendered by Tenant, whichever comes sooner. In this event a written notice shall be given by the Landlord to Tenant within fifteen (15) days from the date a new Lease Agreement has been executed by the Landlord and the replacement Tenant. The notice shall be mailed first class to the last known address of Tenant. In this event the Tenant shall pay to Landlord, within ten (10) days from the date of notice, an amount equal to one month's rent as liquidating damages. It is further understood, and agreed, by Tenant that the Tenant shall have no further rights of entry and herein conveys, grants, assigns and delivers to the Landlord all rights of enjoyment and rights of possession held by the Tenant for the remaining period of this Lease Agreement. The Landlord shall not be liable to Tenant for any mitigating damages.

#### 46. LOCKS AND KEYS

IT SHALL BE A MATERIAL BREACH of this Lease Agreement, or extended term thereof, and a forfeiture, for Tenant to change locks on the Leasehold Premises, and/or the building containing the Leasehold Premises, or install, or causes to be installed, any lock/s on the Leasehold Premises or upon the building containing the Leasehold Premises without the prior written consent of the Landlord. It is agreed and understood the Landlord has a right to have possession of a key/s for any and all locks installed on the Leasehold Premises and the building containing the Leasehold Premises. The Landlord reserves the right to remove any lock for which Landlord has no key and replace with another lock at the sole cost of the Tenant.

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#### 47. SALE OF THE BUSINESS

**IN THE EVENT** the Tenant's business is sold or the stock is sold or transfer to another in part or in whole the Landlord shall have the right to accept or refuse the new owner/s of the business as a Tenant. In the event the Landlord does not accept the new owner of the business as Tenant then the new owner shall not be permitted to operate said business in the Premises. The original Tenant shall be responsible for the rent, as it becomes due and payable according to the Lease Agreement. It shall be a breach of the lease for the current stockholders or business owners of the business to transfer possession of the Premises to the new owners of the business without the written consent of the Landlord. The Landlord shall be permitted at the Landlord's discretion to terminate the within Lease and renegotiate an entire new Lease with the new owner.

#### 48. UTILITIES PAID BY TENANT AND ARRANGMENT FOR UTILITIES

**TENANT SHALL PAY** for the gas, electric, water, sewage, and trash removal fees. Tenant shall, upon the signing of this Lease Agreement, be responsible for transferring the stated utilities into Tenant's name and is responsible for paying any and all utilities as they become due and payable. Landlord shall not be held liable to Tenant for any delay in supplying any utility for any cause whatsoever beyond the Landlord's control.

Upon vacating the leased property Tenant is to coordinate with Landlord to have gas, electric and water utilities transferred back to Landlord without interrupting service. If Tenant fails to coordinate with landlord or at any time, allows or causes termination of gas, electricity, or water utilities, Tenant will be responsible for all costs for repairs of any resulting damages, and/or all costs associated with inspections, repairs, and Service Activation Fees required to restore utility service. Tenant has no right or authority to grant any utility company permission to perform work, make changes to utility services, park equipment, block entrances or frontage, traverse the property, etc. All utility company inquiries, activities, work or work requests, on or about the premises by any utility company, are to immediately be brought to the attention of the Landlord by Tenant.

#### 49. HOLDOVER

**TENANT SHALL NOT** hold over upon the expiration of the term of this Lease Agreement or upon the expiration of the extended term. In the event the Tenant has not vacated and surrendered the Leasehold Premises to the Landlord upon the expiration of the term of this Lease Agreement or upon the expiration of the extended term, Landlord, at Landlord's option, may begin proceedings to evict the Tenant.

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**50. RECORDING**

TENANT SHALL NOT record this Lease Agreement without the prior written consent of the Landlord. In the event the Tenant breaches this clause of the Lease Agreement it shall be a material breach of the lease.

**51. OWNERSHIP; REMOVAL; SURRENDER; AND RESTORATION**

**(a) Ownership**

All Tenant Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Landlord and be surrendered by Tenant with the Premises.

**(b) Removal**

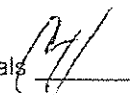
Tenant shall have the right, but not the obligation, to remove any or all Tenant Owned Alterations or Utility Installations upon expiration or termination of this Lease. If Tenant does not elect to remove any of the Tenant Owned Alterations or Utility Installations, then Tenant shall have no obligation to do so, and such Alterations and Utility Installations shall automatically become the property of Landlord in its "AS IS" condition.

**(c) Surrender/Restoration**

Tenant shall surrender the Premises upon expiration of the Term, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear expected. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Tenant shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Tenant Owned Alterations and/or Utility Installations, furnishing, and equipment as well as the removal of any storage tank installed by or for Tenant, and the removal, replacement, or remediation of any soil, material or groundwater contaminated by Tenant. Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant. The failure by Tenant to timely vacate the Premises without the express written consent of Landlord shall constitute a holdover under the provisions of Paragraph 49. Tenant shall have the right, but not the obligation, to remove any Utility Installations and Alterations made by Tenant prior to or during the Term of this Lease.

**52. SIGNS & ADVERTISEMENTS**

TENANT SHALL NOT permit or cause any signs, advertisements or notices to be displayed, inscribed, painted or affixed on any part of the exterior, or interior, of the Leasehold Premises; or to the building in which they are contained; except on any directory board as may be furnished by Landlord, without the written consent of the Landlord. Landlord reserves the right to determine the size, color, and style of any and



all signs, notices, posters, and advertisements permitted by the Landlord to be affixed to the building or other areas of the Leasehold Premises.

**53. NOTICE TO QUIT NOT REQUIRED**

A notice shall not be required to be given by the Landlord to the Tenant to quit and surrender the Leasehold Premises to the Landlord (1) upon the termination of the term of this Lease Agreement, or (2) upon the forfeiture of the lease for breach of its conditions, or (3) upon the failure of the Tenant, upon demand to satisfy and rent reserved and due.

**54. CONFESSION OF JUDGMENT AND WARRANT OF ATTORNEY**

FOR VALUE RECEIVED AND FORTHWITH ON EVERY DEFAULT OF PAYMENT OF RENT BY TENANT UNDER THIS LEASE OR ON ANY AND EVERY BREACH OF COVENANT OR AGREEMENT BY TENANT UNDER THE TERMS OF THIS LEASE, THE TENANT DOES HEREBY EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE, TO APPEAR FOR TENANT AND WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE TENANT, AND IN FAVOR OF SAID LANDLORD, HIS HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, OR ASSIGNS, AS OF ANY TERM, FOR THE SUM DUE BY REASON OF SAID DEFAULT IN THE PAYMENT OF RENT, INCLUDING UNPAID RENT FOR THE BALANCE OF THE TERM IF THE SAME SHALL HAVE BECOME DUE AND PAYABLE UNDER THE PROVISIONS HEREIN, AND/OR FOR THE SUM DUE BY REASON OF ANY BREACH OF COVENANT OR AGREEMENT BY TENANT HEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN PERCENT (10%) FOR COLLECTION, AND FORTHWITH ISSUE WRITS OF EXECUTION THEREOF, WITH RELEASE OF ALL ERRORS, AND WITHOUT STAY OF EXECUTION, AND INQUISITION AND EXTENSION UPON ANY LEVY ON REAL ESTATE IS HEREBY EXPRESSLY WAIVED, AND CONDEMNATION AGREED TO, AND EXEMPTION OF ANY AND ALL PROPERTY FROM LEVY AND SALE BY VIRTUE OF ANY EXEMPTION LAW NOW IN FORCE OR WHICH MAY HEREAFTER BE PASSED IS ALSO EXPRESSLY WAIVED BY TENANT.

AND IN CASE OF VIOLATION OF ANY OF THE COVENANTS OR AGREEMENTS IN THIS LEASE BY TENANT, THE SAID TENANT FURTHER, AT THE OPTION OF SAID LANDLORD, AUTHORIZES AND EMPOWERS ANY SUCH ATTORNEY, EITHER IN ADDITION TO OR WITHOUT SUCH JUDGMENT, FOR THE AMOUNT DUE ACCORDING TO THE TERMS OF THIS LEASE, TO APPEAR FOR SAID TENANT AND CONFESS JUDGMENT FORTHWITH AGAINST TENANT, AND IN FAVOR OF LANDLORD, IN AN AMICABLE ACTION OF EJECTMENT FOR THE PREMISES ABOVE DESCRIBED, WITH ALL THE CONDITIONS, FEES, RELEASES, WAIVERS OF STAY OF EXECUTION AND WAIVER OF EXEMPTION TO ACCOMPANY SAID CONFESSION OF JUDGMENT IN EJECTMENT AS ARE SET FORTH HEREIN FOR CONFESSION OF JUDGMENT FOR SAID SUM OR SUMS

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DUE, AND AUTHORIZES THE ENTRY OF SUCH ACTION, CONFESSION OF JUDGMENT THEREIN, AND THE IMMEDIATE ISSUING OF A WRIT OF POSSESSION AND WRIT OF EXECUTION FOR THE AMOUNT OF JUDGMENT AND COSTS, WITHOUT LEAVE OF COURT AND THE LANDLORD, MAY WITHOUT NOTICE RE-ENTER AND EXPEL THE TENANT FROM THE PREMISES, AND ALSO ANY PERSON HOLDING UNDER HIM OR THEM, AND IN EACH CASE, THIS LEASE OR A TRUE COPY THEREOF SHALL BE A SUFFICIENT WARRANT OF ANY PERSON.

THE UNDERSIGNED HEREBY FOREVER WAIVES AND RELEASES ALL ERRORS IN SAID PROCEEDINGS, WAIVES STAY OF EXECUTION, AND WAIVES ALL EXEMPTIONS FROM LEVY AND SALE OF ANY PROPERTY THAT NOW ARE OR HEREAFTER MAY BE APPLICABLE. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THE HOLDER HEREOF SHALL ELECT UNTIL SUCH TIME AS THE HOLDER SHALL HAVE RECEIVED PAYMENT IN FULL OF THE DEBT, INTEREST, ATTORNEY'S COMMISSION AND COSTS. INTEREST ON THE OBLIGATION EVIDENCED HEREBY SHALL CONTINUE TO ACCRUE AT THE ABOVE-STATED RATE AFTER THE ENTRY OF JUDGMENT HEREON.

THE UNDERSIGNED HEREBY WAIVES ITS RIGHTS TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF THE HOLDER'S CLAIMS HEREUNDER AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF THE UNDERSIGNED, IN EACH CASE WITHOUT FIRST BEING GIVEN NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

Tenant Acknowledgement and Signature: \_\_\_\_\_

**55. UNCONSCIONABLE**

NO TERM, CONDITION, COVENANT, ACT or other provisions of this Lease Agreement shall be considered to be an unconscionable term, condition, covenant, act or provision and Tenant enters into the Lease Agreement with full understanding of the terms, conditions, covenants, acts and provisions of this Lease Agreement. Tenant herein agree that Tenant will not suffer any hardships by agreeing to all terms, conditions, and covenants, acts and provisions of this Lease Agreement.

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**56. CONSTITUTIONALITY**

**IF ANY SECTION**, subsection, sentence, clause, phrase, terms or conditions of this Lease Agreement is for any reason held to be unconstitutional; such decision shall not affect the validity of any remaining portions thereof.

**57. GOVERNING LAW**

**THIS AGREEMENT SHALL BE GOVERNED**, construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth regardless of: (a) where the Agreement is executed or delivered; (b) where any payment or other performance required by this Agreement is made or required to be made; (c) where any breach of any provision of this Agreement occurs or any cause of action otherwise accrues; (d) whether any action or other proceeding is instituted or pending; (e) the nationality, citizenship, domicile, principal place of business or jurisdiction of organization or domestication of any party; (f) whether the laws of the forum jurisdiction otherwise would apply the laws of a jurisdiction other than the Commonwealth of Pennsylvania; or (g) any combination of the foregoing.

The parties hereto irrevocably consent: (a) to the jurisdiction of the courts of the Commonwealth of Pennsylvania, County of Allegheny, and the federal court located in the Western District of Pennsylvania, and agree that venue in each of such courts is proper in connection with any action or proceeding arising out of or relating to this Agreement or any document or instrument delivered pursuant to this Agreement; and (b) to the service of process by certified mail, return receipt requested.

**58. INVALIDITY OF PROVISION**

**IF ANY TERM**, provision, covenant or condition of this Lease Agreement 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, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

**59. LIMITATION ON LANDLORD LIABILITY**

**THE OBLIGATIONS OF LANDLORD UNDER THIS LEASE** shall not constitute personal obligations of Landlord, the individual partners of Landlord, or its or their individual partners, directors, officers or shareholders, and Tenant shall look to the Premises, and to no other assets of Landlord, for the satisfaction of any liability of

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Landlord with respect to this Lease, and shall not seek recourse against the individual partners of Landlord, or its or their indivual partners, directors, officers or shareholders, or any of their personal assets for such satisfaction.

**60. TIME OF ESSENCE**

**TIME IS OF THE ESSENCE** with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

**61. ATTORNEY'S FEES AND COSTS**

**IF A COURT ACTION** is taken by Landlord to enforce the terms of this Lease Agreement, the Tenant shall be liable to the Landlord for reasonable legal fees and costs.

**62. SUCCESSORS AND ASSIGNS**

**ALL TERMS**, provisions, covenants and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, administrators, executors, successors and assigns, subject, however, to the restrictions as to assignment or subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

**63. ENTIRE CONTRACT**

**IT IS EXPRESSLY UNDERSTOOD AND AGREED** by and between the parties **CONTRACT** hereto that this Lease Agreement sets forth all covenants, agreements, terms and conditions and Understandings between the Landlord and the Tenant. It is further agreed that no amendment or change or addition to this Lease Agreement shall be binding upon the Landlord or Tenant unless agreed to and reduced to writing and signed by the parties hereto.

**This Lease Agreement has twenty-six (26) pages with the signatures being on the twenty-first page.**

**IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS**  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, A.D.

Acceptance by Landlord Charles A. Fleck Date March 17, 2022  
Charles A. Fleck

Tenant's Initials CH

Acceptance by Tenant \_\_\_\_\_ Date \_\_\_\_\_

C Hackett Holding, LLC, d/b/a Foremost Auto and ~~AAA~~

Authorized Representative

(\_\_\_\_\_)

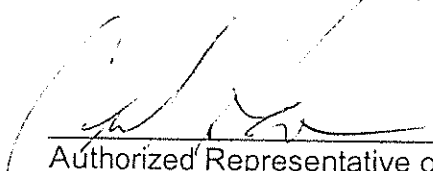
CAF

Tenant's Initials CAF

**RELEASE AND WAIVER OF LIEN PURSUANT TO 49 Pa. C.S.A. § 1303**

The Tenant C Hackett Holding, LLC, d/b/a Foremost Auto ~~and AAA~~, hereby enters into this Agreement that the improvement to the Leased Premises are not for the immediate use and benefit of the Owner/Lessor, but only for the immediate use and benefit of the Tenant/Lessee. Therefore, pursuant to 49 Pa. C.S.A. §1303(d) (Lien not allowed in certain cases) the Leasehold Premises are not subject to a Mechanic's Lien.

Based on the foregoing, the Contractor agrees that a Mechanic's Lien is not permitted upon this Leasehold Property and by its signature below will not place any Lien on the subject property.

  
\_\_\_\_\_  
Authorized Representative of  
C Hackett Holding, d/b/a  
Foremost Auto ~~and AAA~~

\_\_\_\_\_  
Authorized Representative of  
Contractor

\_\_\_\_\_  
Name of Contractor



Tenant's Initials 