LEASE AGREEMENT

THIS AGREEMENT, effective as of January 1, 2008, by and between **WEST PIKELAND TOWNSHIP** (hereinafter called "Landlord"), 1645 Art School Road, Chester Springs Pennsylvania, (hereinafter called "Landlord") and the property owned by **CHARLES and BARBARA ORLANDO,** doing business as **ORLANDO CATERING, LLC,** 1657 Art School Road, Chester Springs Pennsylvania (hereinafter collectively called "Tenant").

Landlord is leasing to the Tenant and Tenant is leasing from Landlord 12 (Twelve) parking spaces located in the gravel overflow lot located on the Landlord's property at 1645 Art School Road, Chester Springs Pennsylvania ("the Demised Premises") on the terms herein as set forth.

1. **Demised Premises.** The Demised Premises consists of 12 (Twelve) parking spaces located in the gravel overflow lot located on the Landlord's property at 1645 Art School Road, Chester Springs Pennsylvania. A description of the specific parking spaces which are the subject of this Lease Agreement is attached hereto as Exhibit "A".

2. **Term.**

2.1 The Term of this Lease (hereinafter called "Term") shall be for a period of three (3) years commencing on January 1, 2008 (hereinafter called "Commencement Date") and expiring at 11:59 p.m. on December 31, 2010 (hereinafter called "Termination Date") without the necessity of Landlord taking any action. Irrespective if this term, either party may terminate this Agreement upon 30 days written notice.

3. **Rent.** Tenant shall pay to Landlord rent on an annual basis (hereinafter "Rent") in the amount of $2,400.00 (Two Thousand Four Hundred Dollars) per year, payable in the amount of $200.00 (Two Hundred Dollars) on the first day of each month for the term of the lease.

4. **Use.** Tenant may use and occupy the Demised Premises for the purposes of valet parking the cars of its patrons and for the use of its employees during Tenant's hours of operation. Tenant shall, at Tenant's sole expense, promptly comply with all applicable municipal, county, state and federal laws, ordinances and regulations, including, without limitation, all applicable environmental laws and regulations, and with the rules or regulations of the Local Board of Underwriters with respect to use and occupancy of the Demised Premises for such use. Tenant shall not permit the conduct of any business, trade or occupation on said premises, or anything to be done thereon which may void or make voidable any policy of insurance. Tenant agrees that Landlord shall continue to have the right to: (i) traverse the paved and unpaved surfaces surrounding the parking spaces, including, but not limited to the entrances, driveways, lanes and other traffic corridors, and; (ii) control the access to and flow of traffic around the parking spaces for reasons including, but not limited to, emergencies or special events.

5. **Alterations, Improvements or Additions.**

Tenant acknowledges at the time of execution of this Lease Agreement the Demised Premises is vacant and Tenant agrees to take the Demised Premises "as is".

6. **Maintenance.**

Landlord and Tenant agree that Landlord shall not be responsible for the plowing, clearing, sanding or salting of ice and snow upon the gravel lot or the Demised Premises.

7. **Signs.** Tenant shall install no signs other than small signs which designate the Demised Premises. Any sign indicating such designation must be approved by the Landlord in the Landlord's sole discretion.

8. **No Assignment.** Tenant will not assign or transfer this Lease, nor sublet the Demised Premises herein leased, or any part of the same.

9. **Tenant's Insurance; Indemnity.**

9.1 Tenant at Tenant's sole cost and expense, shall maintain and keep in effect throughout the Term:

(a) Commercial General Liability Insurance with Broad Form General Liability Endorsement against claims for personal injury, bodily injury (including death) or property damage, with limits of not less than $1,000,000.00 per occurrence of bodily injury (including death) and property damage combined or in a greater amount as reasonably determined by the Landlord and shall insure Tenant, with Landlord as additional insured and loss payee, against liability arising out of the use, occupancy or maintenance of the Demised Premises. Compliance with this insurance provision shall not, however, limit the liability of Tenant hereunder.

(b) Workers' Compensation Insurance for all of Tenant's employees working in or about the Demised Premises in an amount equal to or in excess of the minimum amount required under Pennsylvania's Workers' Compensation Statute.

9.2 Tenant shall deliver to Landlord copies of the insurance policies required under Section 9.1 above or, if permitted by Landlord, certificates evidencing the existence and amounts of such insurance within seven (7) days after the Effective Date of this Lease. Policies or certificates must include a copy of the endorsement-naming Landlord as additional insured and loss payee (if applicable). Tenant shall, at least thirty (30) days prior to the expiration of each policy, furnish Landlord with a copy of the policy or a certificate evidencing the renewal thereof. No such

policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord.

9.3 **Indemnification.**

Tenant shall indemnify and hold harmless Landlord and its agents, servants, employees, partners, shareholders, directors, lenders, heirs, successors and assigns, from and against any and all claims for damage to the person or property of anyone or any entity arising from Tenant's use of the Demised Premises, or from the conduct of Tenant's business or from any activity, work or things, done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere, and shall further indemnify and hold harmless Landlord from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease Agreement, or arising from any act or omission of Tenant, or any of Tenant's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Landlord as a result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, and in dealing reasonably therewith, including, but not limited to, the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceedings be brought against Landlord by reason of any such matter, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property of Tenant or injury to persons in, upon or about the Demised Premises arising

from any cause and Tenant hereby waives all claims in respect thereof against Landlord. The provisions of this Section 9.3 shall survive the expiration or termination of this Lease Agreement.

12. **Default; Remedies.**

12.1 **Default.** The occurrence of any one or more of the following events shall constitute a material default of this Lease Agreement by Tenant:

(a) If during the Term of this Lease Agreement the Rent shall at any time be in arrears or unpaid;

(b) If Tenant shall assign this Lease Agreement or underlet of otherwise use the Demised Premises other than as stated herein;

(c) If Tenant shall, in any particular, violate any one of the said covenants of this Lease Agreement or fail to comply with any one of the said covenants of this Lease Agreement;

(d) If Tenant shall make any arrangement or assignment for the benefit of creditors, become a "debtor" as defined in the United States Bankruptcy Code or any successor statute, a trustee or receiver is appointed to take possession of substantially all of Tenant's assets, or if any attachment, execution or other seizure of substantially all of Tenant's assets occurs where such seizure is not discharged within thirty (30) days.

12.2 **Remedies.** In the event of any material default of this Lease Agreement by Tenant, Landlord shall give Tenant written notice of default and Tenant shall have ten (10) days from receipt of the default notice in which to cure the default. Should Tenant fail to timely cure the default, Landlord may at any time thereafter, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of

such default:

(a) Terminate this Lease Agreement and Tenant's right to possession of the Demised Premises by any lawful means, in which case Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the Demised Premises, reasonable attorney's fees, and any real estate commission actually paid. No payment by Tenant after termination of this Lease Agreement following default by Tenant shall reinstate the Lease Agreement, nor shall the receipt and retention of any such payment by Landlord reinstate the Lease Agreement.

(b) Without terminating this Lease, re-enter and take possession of the Demised Premises or any part thereof and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, and re-let the Premises, or any part thereof, in Landlord's or Tenant's name, but for the account of Tenant. In such event, Tenant shall in no manner be relieved from liability for payment of Rent during the balance of the Term of this Lease Agreement, and Landlord's retaking shall not be considered an acceptance of the Premises or manifestation of an intent to terminate this Lease Agreement.

(c) To require Tenant to immediately pay the rent reserved for the entire unexpired portion of the Term of this Lease Agreement, as if such Rent were paid for in advance.

(d) **WHEN THIS LEASE AGREEMENT SHALL BE TERMINATED BY LANDLORD UPON THE OCCURRENCE OF DEFAULT BY TENANT, LANDLORD MAY CAUSE AN ACTION IN EJECTMENT TO BE FILED**

AGAINST TENANT PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 2970 ET SEQ., AND/OR ANY SUCCESSOR LEGISLATION AND TO CAUSE THE ENTRY OF A JUDGMENT BY CONFESSION AGAINST TENANT FOR POSSESSION OF THE DEMISED PREMISES. FURTHER, IN SUCH ACTION, TENANT HEREBY AUTHORIZES AND EMPOWERS LANDLORD'S ATTORNEY TO SIGN THE CONFESSION OF JUDGMENT IN EJECTMENT AS ATTORNEY FOR TENANT; AND A WRIT OF POSSESSION MAY ISSUE FORTHWITH. IF FOR ANY REASON WHATSOEVER AFTER SAID ACTION IN EJECTMENT SHALL HAVE COMMENCED AND THE SAID ACTION SHALL BE TERMINATED AND THE POSSESSION OF THE DEMISED PREMISES REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT UNCURED DEFAULT, OR UPON TERMINATION OF THIS LEASE AGREEMENT AS ABOVE SET FORTH, TO FILE COMPLAINTS TO COMMENCE SUCCESSIVE ACTIONS IN EJECTMENT TO ENTER SUCCESSIVE JUDGMENTS IN EJECTMENT FOR POSSESSION OF THE DEMISED PREMISES.

(e) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the Commonwealth of Pennsylvania.

(f) In the event that the Tenant's use of the Demised Premises shall ever constitute a violation of the law or pose a risk to the health, safety and welfare of the community, the parties agree that the West Pikeland Township Police Department shall have the authority to enforce all laws, ordinances, regulations and statutes without prior notification to the Tenant.

12.3 Tenant hereby acknowledges that late payment by Tenant of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage covering the Demised Premises. Accordingly, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord within ten (10) days after such amounts shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five (5%) percent of such overdue amount, but not to exceed the maximum late charge permitted by law of the Commonwealth of Pennsylvania. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge 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.

13. **Subordination.** This Lease, shall, at Landlord's option, be subordinate to any ground lease, mortgage, deed of trust, or any other security interest now or hereafter affecting the Demised Premises and to any and all advances made on the security thereof and to any renewals, modifications, consolidations, replacements and extensions thereof. Upon termination of any ground lease, or foreclosure of any mortgage, deed of trust or other security interest, Tenant shall attorn to the ground lessor or any purchaser upon foreclosure. Tenant agrees to execute any documents required to effectuate a subordination or attornment, or to make this Lease prior to any ground lease, mortgage, trustee, or other security interest, if requested by the ground lessor or holder of the mortgage, trustee or other security interest. Tenant's failure to execute such documents

within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant. Whenever Tenant shall be asked to execute a subordination or attornment agreement, Landlord shall make a good faith effort to obtain a non-disturbance Agreement in favor of Tenant from the party requesting Tenant's subordination or attornment.

14. **Condition of Premises upon Termination.** On the last day of the Lease Term, or any extension or renewal thereof, Tenant shall peaceably surrender the Demised Premises

15. **No Waiver by Landlord.** The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any right or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

16. **Time.** Time is of the essence of this Lease.

17. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail addressed to a party at the address identified in the first paragraph of this Lease Agreement or such other address for notice purposes as may be later specified by notice to the other party. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight (48) hours following deposit in the mail, postage prepaid, whichever first occurs. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such other party or parties at such address as Landlord may from time-to-time hereafter designate by notice to Tenant.

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

19. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Demised Premises at reasonable times and with reasonable advance notice for the purpose of inspecting the same and performing any services required of Landlord, making such alternations, repairs, improvements or additions to the Demised Premises as Landlord may reasonably deem necessary or desirable as long as there is no material adverse effect on Tenant's use of the Premises. All activities of the Landlord pursuant to this section shall be without abatement of Rent and Landlord shall not have any liability to Tenant for the same.

20. **Relationship of the Parties.** The relationship between the parties is that of landlord and tenant and at no time shall either party be deemed to be an employee, agent, partner, or venturer with the other party.

21. **Headings.** The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matter in the sections which follow them and, accordingly, they shall have no effect whatsoever in determining the rights and obligations of the parties hereto.

22. **No Modification.** The terms and conditions of this Lease Agreement shall not be modified or changed in any way except by the writings signed by all the parties hereto. This Lease Agreement contains all the agreements, promises and understandings between the parties and there are no verbal or oral agreements of any kind not stated in writing.

23. **Binding Effect.** This Lease Agreement shall bind and benefit all the parties hereto and their respective successors and assigns.

24. **Controlling Law.** This Lease Agreement has been entered into and shall be governed by the laws of the Commonwealth of Pennsylvania. If any provision of this Lease

Agreement shall be declared invalid by judicial determination or act of any legislative body with authority to affect this Lease, only such provisions so declared invalid shall be thus affected and all other provisions not inconsistent or directly dependent upon the invalid provision shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

LANDLORD:

WEST PIKELAND TOWNSHIP

BY: _____

WITNESS:

TENANT:

CHARLES ORLANDO

Eleanor L. McGahon

BY: _____

ATTEST:

TENANT:

ORLANDO CATERING, LLC.

_____

BY: _____