

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 11 day of October, 2005, by and between Dennis G. & Susan K. Rhoads Having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.
(hereinafter referred to as "Landlord");

AND

Dr. Patrick ^M Borja & Mt. Penn Chiropractic having a mailing address for the purposes of this Agreement until notice duly given of 2140 Howard Blvd Reading PA 19606 (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE I Demised Premises

101. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite _____, containing 4,600 square feet of rental floor area substantially as shown on Exhibit "A", attached hereto and incorporated herein by this reference thereto (hereinafter referred to as the "Demised Premises") in Building 3933 Perkiomen Avenue, Reading, PA hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate Berks County, Pennsylvania, and being the same Land described in Berks County-Records in Deed Book Volume, page __ and page __.

102. The Demised Premises are in an office-retail building. In the Demised Premises Landlord shall install the items and perform the work prescribed in Exhibit "B" attached hereto and incorporated herein by this reference thereto, if any. Any other work to be done therein shall be performed by Tenant at Tenant's expense and in accordance with Article XIV hereof.

ARTICLE II

Use

201. Tenant shall use and occupy the Demised Premises for the following purpose only: Chiropractic Office.

ARTICLE III

Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 1st day of January, 2006, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 31 day of December, 2010, (hereinafter referred to as the "Expiration Date").

A. Tenant shall have the right to enter the Demised Premises, for the purpose of inspection, prior to the Commencement Date. Upon execution of a legal and binding lease, signed by all parties, Tenant will be permitted to perform the items of work, in accordance with provisions of Exhibit "B", provided Tenant complies with all other terms of this Agreement except that Tenant shall not be required to pay rent prior to unless Tenant has moved into and taken possession of the Demised Premises.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 11 day of October, 2005, by and between Dennis G. & Susan K. Rhoads Having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.
(hereinafter referred to as "Landlord");

AND

Dr. Patrick ^MJ. Borja & Mt. Penn Chiropractic having a mailing address for the purposes of this Agreement until notice duly given of 2140 Howard Blvd Reading PA 19606 (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE I

Demised Premises

101. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite _____, containing 4,600 square feet of rental floor area substantially as shown on Exhibit "A", attached hereto and incorporated herein by this reference thereto (hereinafter referred to as the "Demised Premises") in Building 3933 Perkiomen Avenue, Reading, PA hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate Berks County, Pennsylvania, and being the same Land described in Berks County-Records in Deed Book Volume, page __ and page __.

102. The Demised Premises are in an office-retail building. In the Demised Premises Landlord shall install the items and perform the work prescribed in Exhibit "B" attached hereto and incorporated herein by this reference thereto, if any. Any other work to be done therein shall be performed by Tenant at Tenant's expense and in accordance with Article XIV hereof.

ARTICLE II

Use

201. Tenant shall use and occupy the Demised Premises for the following purpose only: Chiropractic Office.

ARTICLE III

Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 1st day of January, 2006, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 31 day of December, 2010, (hereinafter referred to as the "Expiration Date").

A. Tenant shall have the right to enter the Demised Premises, for the purpose of inspection, prior to the Commencement Date. Upon execution of a legal and binding lease, signed by all parties, Tenant will be permitted to perform the items of work, in accordance with provisions of Exhibit "B", provided Tenant complies with all other terms of this Agreement except that Tenant shall not be required to pay rent prior to unless Tenant has moved into and taken possession of the Demised Premises.

405. In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state or federal, is required to be paid due to the execution hereof, the cost thereof shall be borne by Tenant.

406. All sums payable hereunder by Tenant, or which are the expense of Tenant are deemed and considered to be rent, and if not paid, Landlord shall have the respect thereto all the rights and remedies provided for herein and by law or equity for the non-payment of rent.

407. All rent and all sums payable hereunder by Tenant to Landlord shall be payable without notice on demand in then legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V
Landlord's Services

501. As long as Tenant is not in default under any of the provisions of this Agreement, Landlord shall:

A. Furnish to Tenant and maintain and repair equipment for heating, ventilating and air conditioning the Demised Premises, except that any maintenance or repair to the same caused by Tenant negligence shall be paid for exclusively by Tenant;

B. Clean the common areas of the Building, provided the same are kept in order by Tenant;

C. Furnish a directory of the names of the tenants and their building reference;

D. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;

E. Remove or cause to be removed, refuse, and rubbish from the area designated by Landlord; but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenant shall on demand, pay the additional removal cost to Landlord;

F. Pay all real estate taxes assessed against the Project, Land and Building;

G. Maintain the Land and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

H. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenant and Tenant's employees and invitees in the parking area;

505. Without liability or responsibility to Tenant and without diminution of, or deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenant

405. In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state or federal, is required to be paid due to the execution hereof, the cost thereof shall be borne by Tenant.

406. All sums payable hereunder by Tenant, or which are the expense of Tenant are deemed and considered to be rent, and if not paid, Landlord shall have the respect thereto all the rights and remedies provided for herein and by law or equity for the non-payment of rent.

407. All rent and all sums payable hereunder by Tenant to Landlord shall be payable without notice on demand in then legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V
Landlord's Services

501. As long as Tenant is not in default under any of the provisions of this Agreement, Landlord shall:

A. Furnish to Tenant and maintain and repair equipment for heating, ventilating and air conditioning the Demised Premises, except that any maintenance or repair to the same caused by Tenant negligence shall be paid for exclusively by Tenant;

B. Clean the common areas of the Building, provided the same are kept in order by Tenant;

C. Furnish a directory of the names of the tenants and their building reference;

D. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;

E. Remove or cause to be removed, refuse, and rubbish from the area designated by Landlord; but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenant shall on demand, pay the additional removal cost to Landlord;

F. Pay all real estate taxes assessed against the Project, Land and Building;

G. Maintain the Land and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

H. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenant and Tenant's employees and invitees in the parking area;

505. Without liability or responsibility to Tenant and without diminution of, or deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenant

Demised Premises, Land and/or Building, which increases are caused in any way by the occupancy of Tenant or by breach of any of the provisions of this agreement;

G. Not store hazardous or explosive materials, on the Demised Premises nor produce perceptible offensive odors, excessive noise or physical vibrations;

H. Use every reasonable precaution against fire or other casualty;

I. Give Landlord prompt written notice of any accident, fire, casualty or damage occurring on or to the Demised Premises, and of any defects in the apparatus in the Demised Premises; and

J. Cause all occupants of the Demised Premises to conduct themselves in such a manner as shall not be deemed improper or objectionable by Landlord.

602. Without the express written consent and approval of Landlord, Tenant, its agents, employees or invitees or (when permitted) its assignees or subtenants shall not do any of the following:

A. Occupy the Demised Premises in any manner or for any purpose except as permitted in this Agreement or agreed to in writing by Landlord.

B. Assign, mortgage or pledge this Agreement or underlet or sublet the Demised Premises or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

C. Make any alterations, improvements or additions to the Demised Premises;

D. Do or suffer to be done any act, matter or thing objectionable to insurance companies or in violation of the provisions of any insurance policies or whereby the said insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or on the Land and Building shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the execution hereof or at the time Tenant takes possession of the Demised Premises;

E. Remove, attempt to remove or manifest, in the reasonable opinion of Landlord, an intention to remove Tenant's goods or property from or out of the Demised Premises other than in the ordinary course of business, without having first paid Landlord all rent which may become due during the entire term of this Agreement;

F. Vacate or desert the Demised Premises during any term of this Agreement or permit the same to be empty or unoccupied;

G. Obstruct any sidewalks, halls, passageways, or stairways in said Building or Land or any other part thereof used in common with Landlord, the various tenants and their invitees (hereinafter called "common areas") or use the same for any purpose other than egress and ingress to and from the Demised Premises;

H. Use or permit any of the toilet rooms, water closets, sinks or other

apparatus or systems to be used for any purpose other than for which constructed or permit any sweepings, rubbish, rags, ashes, chemicals or refuse or other unsuitable substances to be thrown or placed therein;

I. Place or allow to be placed any items on the outside of the Building, on the windows, windowsills or projections thereof, that could be visible from outside the Buildings;

J. Use or operate any machinery that, in Landlord's opinion, is harmful to the Land or Building or disturbing to tenants occupying other parts thereof;

K. Place any weights in any portion of the Building beyond the safe carrying capacity of the structure;

L. Permit any odor, noise, sound or vibration which may, in Landlord's judgment, in any way tend to impair the use of any part of the Land or Building or interfere with the business or occupancy of any other tenant, or make or permit any disturbance of any kind in the Building, or interfere in any way with other tenants or those having business in the Building, or allow any occupant of the Demised Premises to conduct himself in a manner which Landlord in its sole opinion may deem improper or objectionable;

M. Keep upon or attach to the Demised Premises any goods or chattels which are the subject of a security agreement or other secured transaction, or use or keep upon or attach to the Demised Premises any goods, property or chattels unless owned by Tenant, or unless leased by Tenant without being exempt from levy for rent and other charges herein reserved or collectible as rent;

N. Cover or obstruct any of the floors, walls, partitions, skylights, windows, doors, or transoms, which reflect or admit light into any common areas;

O. Inscribe, paint or affix or permit to be inscribed, painted or affixed by anyone any sign, advertisement or notice on any part of the Building, inside or out without prior written consent of Landlord;

P. Bring in or remove from the Building any heavy or bulky object except by experienced movers or riggers approved in writing by Landlord, and only after notice, to, and approval by Landlord of the weight and size of the object and of the time, method and manner of bringing in or removing the same, or receive or remove from the Building any furniture or freight except as and during the hours designated by Landlord;

Q. Use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to, ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum, or any project thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind;

R. Enter upon the roof of the Building;

S. Use electricity in the Demised Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises, or add to or

alter the electrical system servicing the Demised Premises or connect thereto any additional fixtures, appliances or equipment other than lamps, typewriters and similar small office machines;

T. Use any part of the Demised Premises as sleeping rooms or apartments;

U. Use or occupy the Demised Premises or permit or suffer the same to be used or occupied in violation of the use regulation permit or statement of occupancy issued for said Building or in violation of any statute, ordinance or any requirement of any public authority, and the use permitted by this Agreement shall not be deemed a representation or guarantee by Landlord that such use is lawful or permitted under any permit or statement of occupancy, or otherwise;

V. Attach any awnings, antennae or other projection to the roof or outside walls of the Demised Premises or Building;

W. Execute or deliver any financing or security agreement or statement that would be lien upon the Demised Premises or the Land or the Building;

X. Place or operate, or permit to be placed or operated, any vending machines in the Demised Premises;

Y. Erect, make or maintain on or attach or affix to, any part of the Demised Premises or Building including the windows and doors, any sign, picture, television viewer or projection, or other representation or advertisement or notice of any kind, which is visible from any location outside of the Building or visible from the Lobby of the Building, and no loud speaker system or any other form of sound or audio transmission system or apparatus shall be used in or at the Demised Premises or Building by Tenant, any sub-tenant, or their respective agents or employees, for advertising, promotional purposes or any other purpose without prior written consent of Landlord; and

Z. If Tenant is a corporation to liquidate or dissolve itself.

ARTICLE VII RIGHTS OF LANDLORD

701. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or time and from time to time) in or about the Demised Premises and the Land or building:

A. Make rules and regulations as in its reasonable judgment are necessary for the safety, care and cleanliness of, and good order in the Demised Premises, Tenant, shall be a part of this lease, unless found unreasonable under Article XV hereof;

B. Discontinue any facility or service not expressly covenanted for herein, as they constitute no part of the consideration for this Agreement;

C. Control and prevent access to any part of the Building or land by all persons whose presence in the judgment of Landlord, or Landlord's employee, will be

prejudicial to the safety, character, reputation or interest of the Building or its representative tenants;

D. Prevent access to the Building by any person during any invasion, mob, riot, public excitement or other commotion by closing the doors or otherwise;

E. During other than business hours, refuse access to the building to any person unless such person seeking admission (i) is properly identified and (ii) produces a key to the Demised Premises;

F. Prescribe the hours and the method and manner in which any merchandise, furniture or heavy or bulky object shall be brought in or taken out of the Building and limit and prescribe the weight, size and proper position thereof;

G. Install, place upon or affix to the roof or exterior walls of the Demised Premises and/or the Building, equipment, signs, displays, antenna and any other object or structure provided it does not interfere with Tenant's occupancy;

H. Make alterations or additions to the Building;

I. Change the arrangement and/or location, or regulate the use, of all entrances, passageways, doorways, corridors and any other common areas in the Land or Building, whether or not connecting with any street, sidewalk, transportation facility, concourse, or any other building, and of all stairs, toilets, and public conveniences which are not within the Demises Premises;

J. To change the name of the building without incurring any obligation to Tenant;
and

K. Enter and go upon the Demised Premises and every part thereof by itself or its duly authorized agents, by a master key or by forceable entry without rendering Landlord or its agents liable or subject to any action or prosecution therefore and without affecting the obligations of Tenant under this Agreement, for the purpose of doing any of the following things:

i) Inspect the Demised Premises and every part thereof and made decorations, repairs, alterations and additions thereto and to the Building and run wires, utility systems or appurtenances thereto and take material as required into and upon the Demised Premises, all as Landlord shall deem necessary for the safety, improvement, preservation or restoration of the building, or the Demised Presmises, or for the safety or convenience of the present or future occupants thereof;

ii) Exhibit the Demised Premises to prospective tenants or Purchasers and anyone else having an interest or prospective interest therein;

iii) Render any service to the Building or any Tenant or occupant, or exercise any of the Landlord's right; and

iv) Take possession and alter, renovate and redecorate at any time within one month prior to the expiration of this Agreement if Tenant has removed all or substantially all of Tenant's property.

ARTICLE VIII
Covenant of Quiet Enjoyment

801. Landlord warrants that:

- A. Landlord has the power and authority to enter into this Agreement; and
- B. Tenant shall quietly enjoy the Demised Premises without hindrance by Landlord or anyone claiming under Landlord, subject however to all the provisions of this Agreement and the instruments referred to in the Article XIII.

ARTICLE IX
Insurance And Indemnification

901. Tenant agrees to indemnify and save Landlord harmless from any and all liability, claims, damages, losses, litigations, reasonable expenses and counsel fees with respect to:

- A. Personal injury or damage to property arising out of the use and occupancy of the Demised Premises by Tenant; or
- B. Tenant's failure to perform its obligations under this Agreement.

902. Tenant shall maintain and pay for sufficient public liability insurance to cover such indemnification with companies acceptable to Landlord, naming Landlord and Tenant as the insured, with minimum limits of \$ 3,000,000 per occurrence for bodily injury or death, and \$100,000 for property damage. Tenant shall deposit such insurance policy or policies or certificates of such insurance with Landlord with endorsements thereto indicating that:

- A. The policy will not be cancelled without at least thirty (30) days' prior written notice to Landlord; and
- B. No act or omission of Tenant will invalidate the interest of Landlord under said insurances.

903. Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the property covered by any insurance then in force even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies or insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder. Landlord and Tenant shall each have such clause in its fire and extended coverage insurance policies, if available, without charge, and if there be a charge, shall notify the other party and in such event, shall have the clause if the other party agrees to pay such extra charge.

ARTICLE X

Waiver of Claims

1001. Landlord and Landlord's agent, servants and employees shall not be liable for, and Tenant hereby releases Landlord and Landlord's agents, servants and employees from all claims for injury or damage to person or loss of or damage to property (including any disappearance or theft of property and any loss or interruption of business) sustained by Tenant, any person claiming through Tenant, or sustained by any other person, resulting from any fire, accident, occurrence or condition in or upon the Demised Premises, Land, Building, streets, sidewalks, or other areas abutting or adjacent to said Land or Building, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon or about the Land, Building or Demised Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such Building or Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (ix) any act or omission of co-tenants or other occupants of the Building or adjoining or contiguous property or building; (x) the exercise of any rights by Landlord under this agreement; (xi) any act or omission of Landlord, its agents, servants, and employees, unless said act or omission shall constitute a willful breach of law; (xii) any act or omission of parties other than Landlord, its employees or agents.

ARTICLE XI Condemnation

1101. Tenant hereby waives any injury, loss of damage or claim therefore against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Demised Premises or the air rights, Land or Building except Tenant reserves against the condemning authority Tenant's right to and claim for any damages for the interruption of Tenant's business, Tenant's moving expenses and for the taking of Tenant's personal property and/or fixtures. All awards by the condemning authority for the taking of air rights, Land or Building shall belong exclusively to the Landlord.

1102. In the event substantially all of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain, this Agreement shall terminate as of the date of the right to possession vests in the condemning authority and rent shall be apportioned as of the date. If only a part of the Demised Premises shall be so taken, and this Agreement is not terminated as hereinafter provided, the rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority.

1003. In the event any part of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Demised Premises are not suitable for Tenant's use, Tenant may, by written notice to Landlord given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

1004. In the event any part of the Building shall be taken as a result of the exercise of a power of eminent domain (whether or not the Demised Premises shall be affected) and the

remainder of said Building shall not, in the opinion of Landlord, constitute and economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

ARTICLE XII

Damage or Destruction

1201. If the Demised Premises are damaged by the elements, fire or other casualty not due to Tenant's negligence, Landlord shall repair the damage but the rent shall not be abated unless the Demised Premises are thereby rendered untenable in whole or in part. If the Demised Premises are rendered untenable only in part, the rental shall be abated in proportion to the part rendered untenable and if the Demised Premises shall be rendered wholly untenable, the entire rent shall be abated provided, however, in such event, Landlord shall have the right, if such untenable Demised Premises can not be restored within one hundred eighty (180) days from the date the damage was suffered, to terminate this Agreement as of the date of occurrence by written notice to Tenant within ten(10) days thereafter, and in such case the rent shall be adjusted as of the termination date and Landlord need not repair or restore.

1202. If the Building shall, in Landlord's opinion, be substantially damaged by the elements, fire or other casualty, Landlord shall have the right, by written notice to Tenant within ten (10) days after said occurrence, to terminate this Agreement (unless terminated pursuant to section 1201) and in such event this Agreement shall end as of the date of such notice and the rent shall be adjusted accordingly.

ARTICLE XIII

Subordination to Landlord's Document of Possession and Mortgage

1301. Tenant acknowledges that this Agreement and Tenant's rights hereunder are subject and subordinate to all agreements, deeds, leases, and titles, by and through which Landlord has possession of the Demised Premises and Building (hereinafter referred to as "Landlord's Documents of Possession") and to all mortgages, now or hereafter placed upon the Landlord's estate in the Land, Building and the Demised Premises.

1302. Landlord covenants and warrants that Landlord has the right to enter into this Agreement and that the rights granted hereunder to Tenant, and the exercise thereof in accordance with the provisions of this Agreement will not violate Landlord's Documents of Possession or constitute a default thereunder.

ARTICLE XIV

Alterations and Services by Tenant and Trade Fixtures

1401. Tenant shall not do any work in or about the Demised Premises or make any alterations or additions thereto without the prior written consent of Landlord. All such work to which Landlord consents shall be performed and installed at Tenant's sole cost and expense in accordance with plans and specifications to be supplied by Tenant, which plans and the contractors, subcontractors and all suppliers of labor and material shall in all instances first be

subject to Landlord's approval. During the work, tenant shall maintain such insurances as Landlord may require for the benefit of Landlord.

1402. No work or installation by Tenant at the Demised Premises shall be done except after the filing of waiver of the right to file any lien therefore (commonly known as a mechanic's and/or materialman's lien) with Landlord, so as to constitute an effective waiver by anyone having a right to file such a lien. If any such lien is filed as a result of work performed at the Demised Premises by Tenant's contractor or materialman, Tenant shall furnish a guarantee by Each of Tenant's prime contractors and materialmen for the benefit of Landlord, Tenant and such other parties as Landlord shall designate, that all work, materials and equipment will be in accordance with the plans and specifications and that they will promptly, upon notice, correct and repair at their own cost and expense any deficiency, defect, fault or imperfection of material, equipment or workmanship.

1403. Any alterations, improvements or additions made by Tenant shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the property of Landlord unless prior to the termination of this Agreement Landlord gives Tenant written notice to remove same in which event Tenant shall remove the same and restore the Demised Premises to the same good order and condition in which they were at the time of delivery of possession to Tenant, normal wear and tear excepted. Should tenant fail to do this, Landlord may perform Tenants obligation to do so and Tenant shall pay the costs and expense thereof to Landlord as additional rent upon demand.

1404. All trade fixtures installed by Tenant to the Demised Premises shall remain the property of Tenant and shall be removed on or before the Termination Date of this Agreement but may not be removed without Landlord's express written consent at any time when Tenant is in default under any provision of this Agreement. At Landlord's option, any trade fixtures not removed on or before the Termination Date shall either become Landlord's property or Landlord may remove and dispose of them and in such event, Tenant shall pay the cost and expense thereof to Landlord as additional rent upon demand. Tenant shall promptly restore the Demised Premises to the original order and condition upon removal of trade fixtures.

ARTICLE XV Rules and Regulations

1501. Rules and regulations dealing with the land, building and various tenants thereof and additions, alterations or modifications of said rules and regulations may from time to time be made by landlord and shall be effective and part of this Agreement at the time notice thereof is given to Tenant.

1502. If Tenant disputes the reasonableness of any Rule or Regulation hereafter made by Landlord, the parties hereto shall submit the question of the reasonableness of such Rule or Regulation for decision to the National Association of Building Owners and Managers or to such impartial person or persons as they may designate, whose determination shall be final and conclusive upon the parties hereto. Tenant's right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived unless asserted by the service of a written notice upon Landlord within then (10) days after notice of the adoption of such additional Rule or Regulation. Pending resolution of such dispute, Tenant shall nevertheless comply with the Rule or Regulation in question as well as all others. Nothing in this Agreement contained shall be construed to impose upon Landlord any duty or obligation to enforce against any other tenant

Rules or Regulations or the terms, covenants or conditions in any other lease, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees. Wherever there is any conflict between the Rules and Regulations, and the other provisions of this Agreement, the latter shall govern.

ARTICLE XVI
Performance of Tenant's Covenants

1601. Except for the payments of rent, reserved herein which shall be payable when due, Tenant shall perform all agreements on its part to be performed and shall perform the same promptly upon receipt of written notice of nonperformance; if Tenant does not perform to Landlord's satisfaction within ten (10) business days after delivery of such notice (or if it can not be reasonably be completed within ten (10) business days, begin within such period and thereafter proceed to completion with due diligence), Landlord may, at Landlord's option, perform for Tenant and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises without liability to Tenant for any loss or damage resulting therefrom; and Tenant shall pay the cost and expense of such performance to Landlord as additional rent upon demand.

ARTICLE XVII
Notices

1701. That whenever notice is provided for in this Agreement, it shall be given in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, mailed by certified mail, return receipt requested, proper postage attached, to the party or parties to whom addressed at the address set forth on page 1 of this Agreement. Any party may change the address to which notice shall be delivered or mailed by notice duly given.

ARTICLE XVIII
Events of Default

1801. Each of the following shall constitute an event of default hereunder:

- A. Tenant discontinuing its business in the Demised Premises;
- B. The filing by or against Tenant of a petition for adjudication as a bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenant's property, an assignment by Tenant for the benefit of creditors, or the taking possession of Tenant's property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant;
- C. Tenant failing to pay any sum herein required to be paid by Tenant when due;
- D. Tenant vacating or deserting the Demised Premises or permitting the same to be empty or unoccupied;
- E. Tenant removing, attempting to remove or manifesting an intention to remove Tenant's goods or property from the Demised Premises (except in the ordinary and usual course of business) without having first paid Landlord all the rent for the balance due of the lease term;

F. Tenant failing to perform any other covenant or condition of this Agreement within ten (10) days after written notice and demand, or, if the performance requires more than ten (10) days to complete, failing to begin performance within then (10) days and completing diligently thereafter; and

G. Tenant failing to take possession or execute an agreement as to substantial completion of the Demised Premises within ten (10) days after possession is tendered ready for occupancy.

Listing the above does not limit Landlord's action upon default where the causes or similar application exist.

ARTICLE XIX

Rights of Landlord Upon Default by Tenant

1901. In the event of the occurrence of an event of default hereunder, as provided for in Article XVIII, Landlord may, at Landlord's option:

A. Terminate this Agreement without notice to Tenant whereupon Tenant shall peacefully surrender the Demised Premises to Landlord, and Landlord may re-enter the Demised Premises and repossess them by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income therefrom. At any time after such expiration, Landlord may relet the Demised Premises or any part thereof in the name of Landlord, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such conditions as the Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part therefore or for any failure to collect any rent due upon any such reletting. No such expiration of this Agreement shall relieve Tenant of its liability and obligation under this Agreement, and such liability and obligations shall survive any such expiration, whether or not the Demised Premises or any part thereof shall have been relet, the Tenant shall pay to Landlord the rent and additional rent required to be paid by Tenant up to the time of such expiration, and thereafter, Tenant, until the end of what would have been the term of this Agreement in the absence of such expiration, shall be liable to Landlord for and shall pay to Landlord on the days on which the rent and additional rent would have been payable under this Agreement, if it were still in effect, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenant if this Agreement were still in effect less the net proceeds of any reletting effected as set out hereinabove, if any after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, commissions, reasonable legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.

B. Recover from the Tenant, on demand, whether or not the Landlord shall have collected any monthly deficiency, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term and the then fair and reasonable rental value of the Demised Premises for the same period. In the computation of such damages, the difference

between any installment of the rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four (4%) percent per annum. If the Demised Premises or any part thereof, is relet by the Landlord for the unexpired term of this Agreement or any part thereof, before presentation of proof of such liquidation damages to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair reasonable rental value for the part or the whole of the premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings, in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

C. Exercise any and all other rights and/or remedies granted or allowed Landlord by any existing or future statute, act of assembly or any law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such statute, act of assembly or other law of this state existing for the protection and benefits of tenants.

D. Exercise any and all other rights and remedies contained in this Agreement including the rights and remedies provided by Sections 1902. and 1903.

1902. Tenant covenants and agrees that if the rent and/or any charges reserved in this Agreement as rent (including all accelerations of rent permissible under the provisions of this Agreement), shall remain unpaid five (5) days after the same is required to be paid, then and in that event, Landlord may cause judgment to be entered against Tenant, and for that purpose Tenant hereby authorizes and empowers Landlord or any Prothonotary, Clerk of Court, or Attorney of any Court of Record, to appear for and confess judgment against Tenant and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. for the recovery from Tenant of all rent hereunder (including all accelerations of rent permissible under the provisions of this Agreement) and/or for all charges reserved as rent, as well as for interest and costs and reasonable attorney's commissions, for which authorization to confess judgment, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Tenant for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this Agreement) and/or charges reserved hereunder as rent, as well as for interest and costs, together with an attorney's commission of five (5%) of the full amount of Landlord's claim against Tenant, but not to be less than \$500. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid sums after they become due as herein provided as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of the Agreement.

1903. Tenant covenants and agrees that if this Agreement shall be terminated (either because of condition broken during the term of this Agreement or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Landlord may cause judgment in Ejectment to be entered against Tenant for possession of the Demised Premises, and for that purpose Tenant hereby authorizes and

empowers any Prothonotary, Clerk of Court or Attorney of any Court Record, to appear for Tenant and confess judgment against Tenant in ejectment or possession of the Demised Premises and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2970, et sq. for the entry of an order in Ejectment for the possession of real property, and Tenant further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of the writ or writs possession pursuant thereto, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Tenant further covenants and agrees that if for any reason whatsoever, after said action shall have commenced, the action shall be terminated and possession of the Demised Premises hereunder shall remain in or be restored to Tenant, Landlord shall have the right, upon any subsequent default or defaults, or upon the termination of this Agreement as set forth above, to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the Demised Premises.

1904. In any procedure or action to enter Judgment by Confession for Money pursuant to Section 1902 hereof, or to enter Judgment by Confession in Ejectment for possession of real property pursuant to Section 1903 hereof, if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Landlord to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this Agreement (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice the contrary notwithstanding.

1905. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in the Agreement, and all liability therefore. Tenant further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the Demised Premises either at the end of the term or sooner termination of this Agreement, or for non-payment of rent or for any other reason, Tenant specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days notice shall be sufficient in either or any such case.

1906. The right to enter judgment against the Tenant by confession and to enforce all of the other provisions of this Agreement herein provided for may at the option of any assignee of this Agreement, be exercised by any assignee of the Landlord's right, title and interest in this Agreement in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

1907. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or in equity shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenant for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein provided for the recovery of rent be constructed as a waiver of the right to obtain possession of the Demised Premises.

ARTICLE XX
Custom and Usage

2001. Landlord shall have the right at all times to enforce the covenants and conditions of this Agreement in strict accordance with the terms hereof despite any conduct or custom on the part of the Landlord in refraining from doing so at any time or times, and despite any contrary law, usage or custom or any failure by Landlord to enforce its rights at any time or times.

ARTICLE XXI
Scope and Interpretation of Agreement

2101. The Agreement is the only agreement between the parties hereto pertaining to the Demised Premises, and all negotiations and oral agreements acceptable to the parties are included herein. The laws of Commonwealth of Pennsylvania Shall govern the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXII
Captions

2201. Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect is meaning, construction or effect.

ARTICLE XXIII
Severability

2301. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

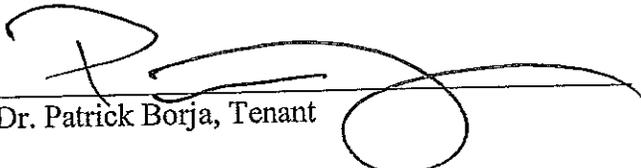
ARTICLE XXIV
Parties, Successors, Assigns

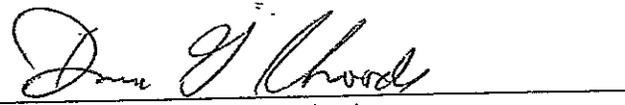
2401. The term "Tenant" shall refer to each and every person or party mentioned as a Tenant herein, be the same one or more. If there shall be more than one Tenant, they shall be bound jointly and severally by all the terms, covenants and conditions of this Agreement and any notice required or permitted by the terms of this agreement may be given by or to anyone thereof and shall have the same force and effect as if given by or to all.

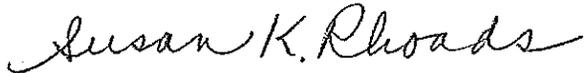
2602. The term "Landlord" as used in this Agreement shall refer only to the owner for the time being of Landlord's part. The Landlord shall be and is hereby relieved of all covenants obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part and it shall be construed without further agreement to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the Building of which it is a part. The provisions of this Article XXIV shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under this Agreement shall be and is hereby limited to Landlord's interest in the Demised Premises and the Building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord

Amendment to the Lease Agreement

It is hereby agreed and understood between the Lessor and the Lessee, that the Lessor upon his decision to sell his property located at 3933 Perkiomen Avenue, Exeter Township, PA 19606, will grant the Lessee, the First Right of Notification, which will be effective for Thirty (30) days after such notification.


Dr. Patrick Borja, Tenant


Dennis G. Rhoads, Landlord



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT DATED AS OF THE 7 DAY OF January, 2006, BY AND BETWEEN DENNIS G. AND SUSAN K. RHOADS ("LANDLORD") OF P O BOX 4579, 3933 PERKIOMEN AVENUE, READING, PA, 19606

AND

DR. PATRICK M. BORJA & MT. PENN CHIROPRACTIC ("TENANT")

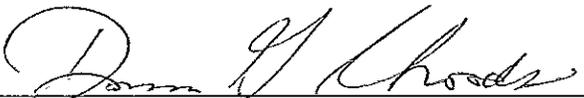
WHEREAS ON OCTOBER 11, 2005, THE LESSOR AND THE LESSEE ENTERED INTO A LEASE AGREEMENT FOR FOUR THOUSAND SIX HUNDRED (4,600) SQUARE FEET OF SPACE AT 3933 PERKIOMEN AVENUE, READING, PA;

WHEREAS, THE LESSOR AND LESSEE HAVE AGREED TO CHANGE THE COMMENCEMENT DATE AS OUTLINED IN PARAGRAPH 301 TO FEBRUARY 1, 2006 WITH THE TERMINATION DATE CHANGING TO JANUARY 31, 2011.

IT IS ALSO AGREED THAT ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS CONTAINED IN THE LEASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND ARE HEREBY REAFFIRMED AND RATIFIED IN THEIR ENTIRETY.

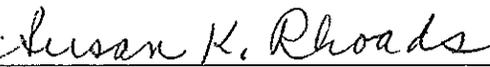
IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE EXECUTED THIS AMENDMENT TO LEASE AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS



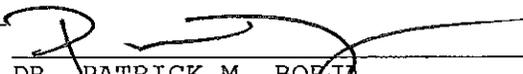
DENNIS G. RHOADS

WITNESS



SUSAN K. RHOADS

WITNESS



DR. PATRICK M. BORJA

:dmd

Exhibit "B"
To Lease Agreement
Between
Dennis G. and Susan K. Rhoads ("Landlord")
And
Dr. Patrick Borja and Mt. Penn Chiropractic ("Tenant")

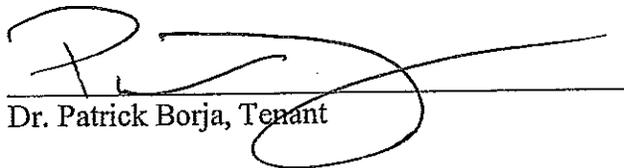
Work to be performed by Landlord:

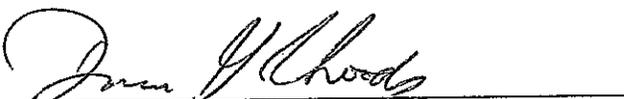
Oil tank for demised premises will be installed outside the building & connected to heating system
Sub-metered electric panel will be rewired to tenant's space
Plumbing for 2 powder rooms with toilets and sinks included
Plumbing for kitchenette will be done per tenant's plan with single bowl sink and faucet included
Plumbing for laundry connection
Cement pad at entrance
Double entry doors
Windows will be installed per plan
Small addition for roof over entrance
Emergency landing and new exterior door at 2nd egress per plan
Sprinkler system
New layer of 3/4" plywood sub flooring
Removal of existing drop ceiling (Landlord will pay for the materials of the new ceiling)

Work to be performed by Tenant:

Install new drop ceiling

All fit out inside demised premises per plan


Dr. Patrick Borja, Tenant


Dennis G. Rhoads, Landlord


5326

MT. PENN CHIROPRACTIC CENTER, P.C.

2140 HOWARD BLVD.
MOUNT PENN, PA 19606
(610) 779-4588

DATE 10/12/05 60-7269-2313

PAY
TO THE
ORDER OF

Dennis Rhoads

\$ 3450⁰⁰

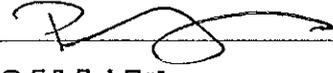
Three Thousand Four Hundred Fifty dollars and ⁰⁰/₁₀₀

DOLLARS  Security Features
Indicated
Only on Back



sovereignbank.com

FOR Mt Penn Chiropractic Security Deposits.



MP

⑈005326⑈ ⑆231372691⑆

8021056819⑈

Exhibit "C"
to Lease Agreement
Dated 10/11/05
By and Between Dennis and Susan K. Rhoads ("Landlord")
and Dr. Patrick Borja/Mt. Penn Chiropractic ("Tenant")

Lease Year	Rental Rate		
1	\$9.00	06	1/1/06
2	\$9.00	07	
3	\$9.27	08	
4	\$9.55	09	
5	\$9.83	10	

1st Renewal Period:

6	\$10.13	11
7	\$10.43	
8	\$10.75	
9	\$11.07	
10	\$11.40	

2nd Renewal Period:

11	\$11.74
12	\$12.09
13	\$12.45
14	\$12.82
15	\$13.20



Dr. Patrick Borja, Tenant



Dennis G. Rhoads, Landlord



Susan K. Rhoads, Landlord

7/7/2005

Meeting: Dr. Patrick Borja Clemson Page, Esq. Kent Wrobel Deb Davies

Dr. Borja's general questions:

Front entrance: awning/opening/building: drainage? (under cement?)

Handicap accessibility close to main entrance?

Exterior lighting? *Yes*

X Floor plan he developed is ok to give to Rich Keffer to include in the overall building plans.

Sign: # of tenants possible? *4*

Could he get seven (7) designated spaces for patient parking? *Yes*

Will landlord remove carpet prior to fit-out by tenant? *Yes*

Could he put a sign on the building (front or side) at his expense? *Yes*

Addendum to lease agreement stating that all parties are aware that Dr. Borja will be subleasing within the parameters of his lease to massage therapist, doctor, nutritionist, etc., all related to his own practice.

Dr. Borja will provide a list of the contractors he's chosen to do his fit-out when the contracts are awarded.

Lease questions:

101. Please double check square footage quoted in lease *4,600*

301. Dr. Borja would like an initial 5 year term with two (2) 5 year options to renew.

Rental rate for initial term at \$9.00/SF, 1st renewal term at \$10.50/SF, 2nd renewal term at \$12.50/SF *Fixed* [9.27, 9.54, 9.81, 10.08, 10.35]

10.62, 10.94, 11.28
11.57, 11.95, 12.2

404. Security deposit in an interest bearing account

501. A. Does maintenance include changing air filters at change in seasons?

602.(S) Dr. Borja will be using an x-ray machine. Will this be acceptable under this clause.

Also, would Dennis allow an emergency generator be allowed (at tenant's expense)?

902. Dr. Borja already has public liability insurance with limits of \$1,000,000 and \$3,000,000. Would that insurance be acceptable?

1001. Please add: After Landlord has received notification of needed repairs, Landlord will make every attempt to have said repairs completed within 24 hours.

SIGNING being used

7/7/2005

Meeting: Dr. Patrick Borja Clemson Page, Esq. Kent Wrobel Deb Davies

Dr. Borja's general questions:

Front entrance: awning/opening/building: drainage? (under cement?)
Handicap accessibility close to main entrance?
Exterior lighting? *Yes*

X Floor plan he developed is ok to give to Rich Keffer to include in the overall building plans.

Sign: # of tenants possible? *4*

Could he get seven (7) designated spaces for patient parking? *Yes*

Will landlord remove carpet prior to fit-out by tenant? *Yes*

Could he put a sign on the building (front or side) at his expense? *Yes*

Addendum to lease agreement stating that all parties are aware that Dr. Borja will be subleasing within the parameters of his lease to massage therapist, doctor, nutritionist, etc., all related to his own practice. *Yes*

Dr. Borja will provide a list of the contractors he's chosen to do his fit-out when the contracts are awarded.

Lease questions:

W 101. Please double check square footage quoted in lease *4,600*

not done yet 301. Dr. Borja would like an initial 5 year term with two (2) 5 year options to renew.
Rental rate for initial term at \$9.00/SF, 1st renewal term at \$10.50/SF, 2nd renewal term at \$12.50/SF *Fixed* [9.27, 9.54, 9.81, 10.08, 10.35] *10.62, 10.94, 11.27*

W 404. Security deposit in an interest bearing account *11.59, 11.95, 12.2*

W 501. A. Does maintenance include changing air filters at change in seasons? *Yes*

W 602.(S) Dr. Borja will be using an x-ray machine. Will this be acceptable under this clause. *Yes*

Also, would Dennis allow an emergency generator be allowed (at tenant's expense)?

✓ 902. Dr. Borja already has public liability insurance with limits of \$1,000,000 and \$3,000,000. Would that insurance be acceptable?

✓ 1001. Please add: After Landlord has received notification of needed repairs, Landlord will make every attempt to have said repairs completed within 24 hours. *yes*

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT DATED AS OF THE 1 DAY OF AUGUST, 2010, BY AND BETWEEN DENNIS G. AND SUSAN K. RHOADS ("LESSOR") OF 3933 PERKIOMEN AVENUE, READING, PA 19606

AND

DR. PATRICK M. BORJA & MT. PENN CHIROPRACTIC OF 3933 PERKIOMEN AVENUE (LESSEE)

WHEREAS ON OCTOBER 11, 2005 THE LESSOR AND THE LESSEE ENTERED INTO A LEASE AGREEMENT FOR A 4,600 SQUARE FOOT SUITE AT 3933 PERKIOMEN AVENUE, READING, PA 19606 AND

WHEREAS, THE LESSOR AND LESSEE HAVE AGREED TO EXTEND THE TERM OF SAID LEASE FOR A PERIOD OF FIVE (5) YEARS, BEGINNING ON FEBRUARY 1, 2011, AND ENDING ON JANUARY 31, 2016.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, THE LESSOR AND LESSEE DO HEREBY EXTEND SAID LEASE FOR SAID FIVE (5) YEAR TERM BY EXECUTING THIS AMENDMENT TO SAID LEASE.

IT IS ALSO AGREED THAT ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS CONTAINED IN THE LEASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND ARE HEREBY REAFFIRMED AND RATIFIED IN THEIR ENTIRETY.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE EXECUTED THIS AMENDMENT TO LEASE AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Joan A Russell
WITNESS

DENNIS G. AND SUSAN K. RHOADS

BY Don G Rhoads Susan K Rhoads

Joan A Russell
WITNESS

DR. PATRICK M. BORJA & MT. PENN
CHIROPRACTIC

BY R

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 1st day of October, 2007, by and between Dennis G. & Susan K. Rhoads, having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.

(hereinafter referred to as "Landlord");

AND

Boris Schneider, dba as Logo Motion having a mailing address for the purposes of this Agreement until notice duly given of 3933 Perkiomen Avenue, Reading, PA 19606 (hereinafter referred to as "Tenant").

W I T N E S S E T H:

ARTICLE I

Demised Premises

101. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite G110, containing 552 square feet, more or less, of rental floor area (hereinafter referred to as the "Demised Premises") in Building 3933 Perkiomen Avenue, Reading, PA hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate Berks County, Pennsylvania, and being the same Land described in Berks County Records in Deed Book Volume, page 4198 and page 263.

102. The Demised Premises are in an office-retail building

ARTICLE II

Use

201. Tenants shall use and occupy the Demised Premises for the following purpose only: office.

ARTICLE III

Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 1st day of November, 2007, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 31st day of October, 2012, (hereinafter referred to as the "Expiration Date").

302. Notwithstanding the Commencement and Expiration Dates set forth above, if the Demised Premises is not ready for occupancy on the Commencement Date set forth above, the Commencement Date of the term of this Agreement shall be the date Tenant is tendered delivery of possession of the Demised Premises ready for occupancy in accordance with Section 303 hereof or the date Tenant takes possession of the Demised Premises, whichever date is earlier. If the Commencement Date is not the first day of the month, the term of this Agreement shall expire at midnight on the last day of the calendar month in which the 5th anniversary of the Commencement Date occurs; rental from the Commencement Date through the last day of the month in which the Commencement Date occurs shall be appointed at the annual rate based on a 360 day year. As soon as determined, the parties hereto shall confirm in writing the Commencement and Expiration Dates and that the Agreement is in effect and that Tenant is in occupancy.

ARTICLE IV
Rent

401. Tenant shall pay to the Landlord the annual minimum rent as shown on Exhibit "C", attached hereto and incorporated herein by this reference thereto in equal monthly installments in advance, each on the first day of each calendar month, hereof, except the first monthly installment shall be paid upon execution of this agreement.

402. In the event Tenant has performed all of the terms, covenants and conditions of this Agreement which are required of it, then and in that event, Tenant is hereby granted an option to extend this Agreement for the term shown on Exhibit "C", attached hereto beginning immediately upon the expiration of the initial term as defined in section 301 hereof during which extension period the annual rental shall be at the rates set forth in said Exhibit "C". The option provided for above shall be exercised by Tenant notifying Landlord in writing at least six (6) months before the expiration of the original term of this Agreement of its intention to exercise such option. If the option is not exercised as herein provided for, then the option shall be deemed waived and this Agreement shall terminate accordingly. If said option is exercised, all of the terms, conditions and covenants of this Lease Agreement shall continue in full force and effect and be binding upon the parties for the extended period except that the annual rental for the extension period shall be as set forth in Exhibit "C", attached hereto.

403. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check that such lesser amount is payment in full 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.

404. As security for Tenant's faithful performance of all Tenant's obligations under this Agreement and for Tenants' payment of any damages to which Landlord may be entitled, Landlord hereby acknowledges Tenant has deposited with Landlord the sum of one (1) months rent, to be returned thirty (30) days after the Tenant vacates the premises, provided the Demised Premises are undamaged. Said security deposit is to be held in an interest bearing account with interest accruing to benefit of Tenant.

405. All sums payable hereunder by Tenant, or which are the expense of Tenant under this Lease Agreement are deemed and considered to be rent, and if not paid, Landlord shall have all the rights and remedies provided for herein and by law or equity for the nonpayment of rent.

406. All rent and all sums payable hereunder by Tenant to Landlord shall be payable without notice on demand in then legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V
Landlord's Services

501. As long as Tenant is not in default under any of the provisions of this Agreement, Landlord shall:

A. Furnish to Tenant and maintain and repair equipment for heating, ventilating and air conditioning servicing the Demised Premises (including air filters in said HVAC at change in seasons), except that any maintenance or repair to the same caused by Tenant negligence or acts of omission shall be paid for exclusively by Tenant;

B. Clean the common areas of the Building, provided the same are kept in order by Tenants;

C. Furnish a directory of the names of the Tenants and their building reference;

D. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;

E. Remove or cause to be removed, refuse, and rubbish from the common area designated by Landlord; but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenants shall on demand, pay the additional cost to Landlord;

F. Pay all real estate taxes assessed against the Project, Land and Building;

G. Maintain the Building and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

H. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenants and Tenant's employees, employees, sublessees and invitees in the parking area;

505. Without liability or responsibility to Tenants and without diminution of, or deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenants under this Agreement, when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's control.

ARTICLE VI
Miscellaneous Covenants of Tenant

601. Tenant shall:

A. Pay the rent and all sums due under this Agreement without notice or demand on the day and times and at the places that the same are payable and without abatement, deduction or set off;

B. Keep the Demised Premises in good order and repair, reasonable wear and tear and damage by any casualty not occurring through an act of negligence of Tenants or Tenant's agents, employees, sublessees or invitees excepted, and on demand pay Landlord, as additional rent, the cost of repair or restoration of the Demised Premises or the Building or any part thereof if damaged in whole or in part by the negligence of Tenants, Tenant's agents, employees, sublessees or invitees;

C. Peaceably deliver up and surrender possession of the Demised Premises at the expiration or sooner termination of this Agreement, in the same condition in which Tenants has agreed to keep the same during the continuance of this Agreement, broom clean, and at such time without demand or delay deliver to Landlord keys for Demised Premises, and upon failure to deliver possession as aforesaid to pay to Landlord, at Landlord's option, an amount as liquidated damages which shall be computed by applying, for the period Tenant remains in possession thereafter, twice the highest rental rate under this Agreement;

D. Keep the Demised Premises in a clean and orderly manner, paying for the cleaning services for the Demised Premises; said cleaning services shall be performed in a manner satisfactory to Landlord and only by persons approved by Landlord;

E. Promptly correct any violation and comply with all laws, ordinances, notices, permits, or statements or occupancy, requirements, order, regulations and recommendations, now or hereafter in effect and of whatever nature, if any, and all the Federal, State, County, Municipal and/or other authorities and of the Board of Fire Underwriters and any insurance organizations or associations and/or companies, with respect to Tenant's conduct or use of the Demised Premises, and on demand, pay to Landlord, as additional rent, any and all increase in premiums on insurance (hazard and liability) now or hereafter carried by Landlord on the Demised Premises, Land and/or Building, which increases are caused in any way by the occupancy of Tenants or by breach of any of the provisions of this agreement;

F. Not store hazardous or explosive materials, on the Demised Premises nor produce perceptible offensive odors, excessive noise or physical vibrations;

G. Use every reasonable precaution against fire or other casualty;

H. Give Landlord prompt written notice of any accident, fire, casualty or damage occurring on or to the Demised Premises, and of any defects in the apparatus in the Demised Premises; and

I. Cause all occupants of the Demised Premises to conduct themselves in such a manner as shall not be deemed improper or objectionable by Landlord.

602. Without the express written consent and approval of Landlord, Tenant, its agents, employees, subcontractors or invitees or (when permitted) its assignees or sub-Tenants shall not do any of the following:

A. Occupy the Demised Premises in any manner or for any purpose except as permitted in this Agreement or agreed to in writing by Landlord.

B Assign, mortgage or pledge this Agreement or underlet or sublet the Demised Premises or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

C. Make any alterations, improvements or additions to the Demised Premises;

D. Do or suffer to be done any act, matter or thing objectionable to insurance companies or in violation of the provisions of any insurance policies or whereby the said insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or on the Land and Building shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the execution hereof or at the time Tenants takes possession of the Demised Premises;

E. Remove, attempt to remove or manifest, in the reasonable opinion of Landlord, an intention to remove Tenant's goods or property from or out of the Demised Premises other than in the ordinary course of business, without having first paid Landlord all rent which may become due during the entire term of this Agreement;

F. Vacate or desert the Demised Premises during any term of this Agreement or permit the same to be empty or unoccupied;

G. Obstruct any sidewalks, halls, passageways, or stairways in said Building or Land or any other part thereof used in common with Landlord, the various Tenants and their invitees (hereinafter called "common areas") or use the same for any purpose other than egress and ingress to and from the Demised Premises;

H. Use or permit any of the toilet rooms, water closets, sinks or other apparatus or systems to be used for any purpose other than for which constructed or permit any sweepings, rubbish, rags, ashes, chemicals or refuse or other unsuitable substances to be thrown or placed therein;

I. Place or allow to be placed any items on the outside of the Building, on the windows, windowsills or projections thereof, that could be visible from outside the Buildings;

J. Use or operate any machinery that, in Landlord's opinion, is harmful to the Land or Building or disturbing to Tenants occupying other parts thereof;

K. Place any weights in any portion of the Building beyond the safe carrying capacity of the structure;

L. Permit any odor, noise, sound or vibration which may, in Landlord's judgment, in any way tend to impair the use of any part of the Land or Building or interfere with the business or occupancy of any other Tenants, or make or permit any disturbance of any kind in the Building, or interfere in any way with other Tenants or those having business in the Building, or allow any occupant of the Demised Premises to conduct himself in a manner which Landlord in its sole opinion may deem improper or objectionable;

M. Keep upon or attach to the Demised Premises any goods or chattels which are the subject of a security agreement or other secured transaction, or use or keep upon or attach to the Demised Premises any goods, property or chattels unless owned by Tenants, or unless leased by Tenants without being exempt from levy for rent and other charges herein reserved or collectible as rent;

N. Cover or obstruct any of the floors, walls, partitions, skylights, windows, doors, or transoms, which reflect or admit light into any common areas;

O. Inscribe, paint or affix or permit to be inscribed, painted or affixed by anyone any sign, advertisement or notice on any part of the Building, inside or out without prior written consent of Landlord;

P. Bring in or remove from the Building any heavy or bulky object except by experienced movers or riggers approved in writing by Landlord, and only after notice, to, and approval by Landlord of the weight and size of the object and of the time, method and manner of bringing in or removing the same, or receive or remove from the Building any furniture or freight except as and during the hours designated by Landlord;

Q. Use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to, ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum, or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind;

R. Enter upon the roof of the Building;

S. Use electricity in the Demised Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises, or add to or alter the electrical system servicing the Demised Premises or connect thereto any additional fixtures, appliances or equipment other than lamps, typewriters and similar small office machines;

T. Use any part of the Demised Premises as sleeping rooms or apartments;

U. Use or occupy the Demised Premises or permit or suffer the same to be used or occupied in violation of the use regulation permit or statement of occupancy issued for said Building or in violation of any statute, ordinance or any requirement of any public authority, and the use permitted by this Agreement shall not be deemed a representation or guarantee by Landlord that such use is lawful or permitted under any permit or statement of occupancy, or otherwise;

V. Attach any awnings, antennae or other projection to the roof or outside walls of the Demised Premises or Building;

W. Execute or deliver any financing or security agreement or statement that would be lien upon the Demised Premises or the Land or the Building;

X. Place or operate, or permit to be placed or operated, any vending machines in the Demised Premises;

Y. Erect, make or maintain on or attach or affix to, any part of the Demised Premises or Building including the windows and doors, any sign, picture, television viewer or projection, or other representation or advertisement or notice of any kind, which is visible from any location outside of the Building or visible from the Lobby of the Building, and no loud speaker system or any other form of sound or audio transmission system or apparatus shall be used in or at the Demised Premises or Building by Tenants, any sub-Tenants, or their respective agents or employees, for advertising, promotional purposes or any other purpose without prior written consent of Landlord; and

Z. If Tenant is a corporation to liquidate or dissolve itself.

ARTICLE VII RIGHTS OF LANDLORD

701. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or time and from time to time) in or about the Demised Premises and the Land or building:

A. Make rules and regulations as in its reasonable judgment are necessary for the safety, care and cleanliness of, and good order in the Demised Premises, Tenants, shall be a part of this lease, unless found unreasonable under Article XV hereof;

B. Discontinue any facility or service not expressly covenanted for herein, as they constitute no part of the consideration for this Agreement;

C. Control and prevent access to any part of the Building or land by all persons whose presence in the judgment of Landlord, or Landlord's employee, will be prejudicial to the safety, character, reputation or interest of the Building or its representative Tenants;

D. Prevent access to the Building by any person during any invasion, mob, riot, public excitement or other commotion by closing the doors or otherwise;

E. During other than business hours, refuse access to the building to any person unless such person seeking admission (i) is properly identified and (ii) produces a key to the Demised Premises;

F. Prescribe the hours and the method and manner in which any merchandise, furniture or heavy or bulky object shall be brought in or taken out of the Building and limit and prescribe the weight, size and proper position thereof;

G. Install, place upon or affix to the roof or exterior walls of the Demised Premises and/or the Building, equipment, signs, displays, antenna and any other object or structure provided it does not interfere with Tenant's occupancy;

H. Make alterations or additions to the Building;

I. Change the arrangement and/or location, or regulate the use, of all entrances, passageways, doorways, corridors and any other common areas in the Land or Building, whether or not connecting with any street, sidewalk, transportation facility, concourse, or any other building, and of all stairs, toilets, and public conveniences which are not within the Demises Premises;

J. To change the name of the building without incurring any obligation to Tenants;
and

K. Enter and go upon the Demised Premises and every part thereof by itself or its duly authorized agents, by a master key or by forcible entry without rendering Landlord or its agents liable or subject to any action or prosecution therefore and without affecting the obligations of Tenants under this Agreement, for the purpose of doing any of the following things:

i) Inspect the Demised Premises and every part thereof and made decorations, repairs, alterations and additions thereto and to the Building and run wires, utility systems or appurtenances thereto and take material as required into and upon the Demised Premises, all as Landlord shall deem necessary for the safety, improvement, preservation or restoration of the building, or the Demised Premises, or for the safety or convenience of the present or future occupants thereof;

ii) Exhibit the Demised Premises to prospective Tenants or Purchasers and anyone else having an interest or prospective interest therein;

iii) Render any service to the Building or any Tenants or occupant, or exercise any of the Landlord's right; and

iv) Take possession and alter, renovate and redecorate at any time within one month prior to the expiration of this Agreement if Tenants has removed all or substantially all of Tenant's property.

ARTICLE VIII Covenant of Quiet Enjoyment

801. Landlord warrants that:

A. Landlord has the power and authority to enter into this Agreement; and

B. Tenants shall quietly enjoy the Demised Premises without hindrance by Landlord or anyone claiming under Landlord, subject however to all the provisions of this Agreement and the instruments referred to in the Article XIII.

ARTICLE IX
Insurance And Indemnification

901. Tenants agrees to indemnify and save Landlord harmless from any and all liability, claims, damages, losses, litigations, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of the use and occupancy of the Demised Premises by Tenants; or

B. Tenant's failure to perform its obligations under this Agreement.

902. Tenants shall maintain and pay for sufficient public liability insurance to cover such indemnification with companies acceptable to Landlord, naming Landlord and Tenants as the insured, with minimum limits of \$ 3,000,000 per occurrence for bodily injury or death, and \$100,000 for property damage. Tenants shall deposit such insurance policy or policies or certificates of such insurance with Landlord with endorsements thereto indicating that:

A. The policy will not be cancelled without at least thirty (30) days' prior written notice to Landlord; and

B. No act or omission of Tenants will invalidate the interest of Landlord under said insurances.

ARTICLE X
Waiver of Claims

1001. Landlord and Landlord's agent, servants and employees shall not be liable for, and Tenants hereby releases Landlord and Landlord's agents, servants and employees from all claims for injury or damage to person or loss of or damage to property (including any disappearance or theft of property and any loss or interruption of business) sustained by Tenants, any person claiming through Tenants, or sustained by any other person, resulting from any fire, accident, occurrence or condition in or upon the Demised Premises, Land, Building, streets, sidewalks, or other areas abutting or adjacent to said Land or Building, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon or about the Land, Building or Demised Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such Building or Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (xi) any act or omission of Landlord, its agents, servants, and employees, unless said act or omission shall constitute a willful breach of law; (xii) any act or omission of parties other than Landlord, its employees or agents.

ARTICLE XI
Condemnation

1101. Tenant hereby waives any injury, loss of damage or claim therefore against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Demised Premises or the air rights, Land or Building except Tenant reserves against the condemning authority Tenant's right to and claim for any damages for the interruption of Tenant's business, Tenant's moving expenses and for the taking of Tenant's personal property and/or fixtures. All awards by the condemning authority for the taking of air rights, Land or Building shall belong exclusively to the Landlord.

1102. In the event substantially all of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain, this Agreement shall terminate as of the date of the right to possession vests in the condemning authority and rent shall be apportioned as of the date. If only a part of the Demised Premises shall be so taken, and this Agreement is not terminated as hereinafter provided, the rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority.

1003. In the event any part of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Demised Premises are not suitable for Tenant's use, Tenant may, by written notice to Landlord given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

1004. In the event any part of the Building shall be taken as a result of the exercise of a power of eminent domain (whether or not the Demised Premises shall be affected) and the remainder of said Building shall not, in the opinion of Landlord, constitute and economically feasible operating unit, Landlord may, by written notice to Tenants given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

ARTICLE XII
Damage or Destruction

1201. If the Demised Premises are damaged by the elements, fire or other casualty not due to Tenant's negligence, Landlord shall repair the damage but the rent shall not be abated unless the Demised Premises are thereby rendered untenable in whole or in part. If the Demised Premises are rendered untenable only in part, the rental shall be abated in proportion to the part rendered untenable and if the Demised Premises shall be rendered wholly untenable, the entire rent shall be abated provided, however, in such event, Landlord shall have the right, if such untenable Demised Premises can not be restored within one hundred eighty (180) days from the date the damage was suffered, to terminate this Agreement as of the date of occurrence by written notice to Tenants within ten (10) days thereafter, and in such case the rent shall be adjusted as of the termination date and Landlord need not repair or restore.

1202. If the Building shall, in Landlord's opinion, be substantially damaged by the elements, fire or other casualty, Landlord shall have the right, by written notice to Tenants within ten (10) days after said occurrence, to terminate this Agreement (unless terminated pursuant to section 1201) and in such event this Agreement shall end as of the date of such notice and the rent shall be adjusted accordingly.

ARTICLE XIII
Subordination to Landlord's Document of Possession and Mortgage

1301. Tenant acknowledges that this Agreement and Tenant's rights hereunder are subject and subordinate to all agreements, deeds, leases, and titles, by and through which Landlord has possession of the Demised Premises and Building (hereinafter referred to as "Landlord's Documents of Possession") and to all mortgages, now or hereafter placed upon the Landlord's estate in the Land, Building and the Demised Premises.

1302. Landlord covenants and warrants that Landlord has the right to enter into this Agreement and that the rights granted hereunder to Tenant, and the exercise thereof in accordance with the provisions of this Agreement will not violate Landlord's Documents of Possession or constitute a default thereunder.

ARTICLE XIV
Alterations and Services by Tenants and Trade Fixtures

1401. Tenant shall not do any work in or about the Demised Premises or make any alterations or additions thereto without the prior written consent of Landlord. All such work to which Landlord consents shall be performed and installed at Tenant's sole cost and expense in accordance with plans and specifications to be supplied by Tenants, which plans and the contractors, subcontractors and all suppliers of labor and material shall in all instances first be subject to Landlord's approval. During the work, Tenant shall maintain such insurances as Landlord may require for the benefit of Landlord.

1402. No work or installation by Tenant at the Demised Premises shall be done except after the filing of waiver of the right to file any lien therefore (commonly known as a mechanic's and/or materialman's lien) with Landlord, so as to constitute an effective waiver by anyone having a right to file such a lien. If any such lien is filed as a result of work performed at the Demised Premises by Tenant's contractor or materialman, Tenant shall furnish a guarantee by Each of Tenant's prime contractors and materialmen for the benefit of Landlord, Tenant and such other parties as Landlord shall designate, that all work, materials and equipment will be in accordance with the plans and specifications and that they will promptly, upon notice, correct and repair at their own cost and expense any deficiency, defect, fault or imperfection of material, equipment or workmanship.

1403. Any alterations, improvements or additions made by Tenant shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the property of Landlord unless prior to the termination of this Agreement Landlord gives Tenants written notice to remove same in which event Tenant shall remove the same and restore the Demised Premises to the same good order and condition in which they were at the time of delivery of possession to Tenant, normal wear and tear excepted. Should Tenant fail to do this,

Landlord may perform Tenant's obligation to do so and Tenant shall pay the costs and expense thereof to Landlord as additional rent upon demand.

1404. All trade fixtures installed by Tenant to the Demised Premises shall remain the property of Tenant and shall be removed on or before the Termination Date of this Agreement but may not be removed without Landlord's express written consent at any time when Tenants is in default under any provision of this Agreement. At Landlord's option, any trade fixtures not removed on or before the Termination Date shall either become Landlord's property or Landlord may remove and dispose of them and in such event, Tenant shall pay the cost and expense thereof to Landlord as additional rent upon demand. Tenant shall promptly restore the Demised Premises to the original order and condition upon removal of trade fixtures.

ARTICLE XV Rules and Regulations

1501. Rules and regulations dealing with the land, building and various Tenants thereof and additions, alterations or modifications of said rules and regulations may from time to time be made by landlord and shall be effective and part of this Agreement at the time notice thereof is given to Tenants.

1502. If Tenant disputes the reasonableness of any Rule or Regulation hereafter made by Landlord, the parties hereto shall submit the question of the reasonableness of such Rule or Regulation for decision to the National Association of Building Owners and Managers or to such impartial person or persons as they may designate, whose determination shall be final and conclusive upon the parties hereto. Tenant's right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived unless asserted by the service of a written notice upon Landlord within then (10) days after notice of the adoption of such additional Rule or Regulation. Pending resolution of such dispute, Tenants shall nevertheless comply with the Rule or Regulation in question as well as all others. Nothing in this Agreement contained shall be construed to impose upon Landlord any duty or obligation to enforce against any other Tenants Rules or Regulations or the terms, covenants or conditions in any other lease, and Landlord shall not be liable to Tenants for violation of the same by any other Tenants, its servants, employees, agents, visitors or licensees. Wherever there is any conflict between the Rules and Regulations, and the other provisions of this Agreement, the latter shall govern.

ARTICLE XVI Performance of Tenant's Covenants

1601. Except for the payments of rent, reserved herein which shall be payable when due, Tenants shall perform all agreements on its part to be performed and shall perform the same promptly upon receipt of written notice of nonperformance; if Tenants does not perform to Landlord's satisfaction within ten (10) business days, begin within such period and thereafter proceed to completion with due diligence), Landlord may, at Landlord's option, perform for Tenants and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises without liability to Tenants for any loss or damage resulting therefrom; and Tenants shall pay the cost and expense of such performance to Landlord as additional rent upon demand.

ARTICLE XVII

Notices

1701. That whenever notice is provided for in this Agreement, it shall be given in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, mailed by certified mail, return receipt requested, proper postage attached, to the party or parties to whom addressed at the address set forth on page 1 of this Agreement. Any party may change the address to which notice shall be delivered or mailed by notice duly given.

ARTICLE XVIII

Events of Default

1801. Each of the following shall constitute an event of default hereunder:

- A. Tenant discontinuing its business in the Demised Premises;
- B. The filing by or against Tenant of a petition for adjudication as a bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenant's property, an assignment by Tenant for the benefit of creditors, or the taking possession of Tenant's property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenants;
- C. Tenant failing to pay any sum herein required to be paid by Tenant when due;
- D. Tenant vacating or deserting the Demised Premises or permitting the same to be empty or unoccupied;
- E. Tenant removing, attempting to remove or manifesting an intention to remove Tenant's goods or property from the Demised Premises (except in the ordinary and usual course of business) without having first paid Landlord all the rent for the balance due of the lease term;
- F. Tenant failing to perform any other covenant or condition of this Agreement within ten (10) days after written notice and demand, or, if the performance requires more than ten (10) days to complete, failing to begin performance within then (10) days and completing diligently thereafter; and
- G. Tenant failing to take possession or execute an agreement as to substantial completion of the Demised Premises within ten (10) days after possession is tendered ready for occupancy.

Listing the above does not limit Landlord's action upon default where the causes or similar application exist.

ARTICLE XIX

Rights of Landlord Upon Default by Tenants

1901. In the event of the occurrence of an event of default hereunder, as provided for in Article XVIII, Landlord may, at Landlord's option:

A. Terminate this Agreement without notice to Tenant whereupon Tenant shall peacefully surrender the Demised Premises to Landlord, and Landlord may re-enter the Demised Premises and repossess them by force, summary proceedings, ejectment or otherwise, and may dispossess Tenants and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income therefrom. At any time after such expiration, Landlord may relet the Demised Premises or any part thereof in the name of Landlord, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such conditions as the Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part therefore or for any failure to collect any rent due upon any such reletting. No such expiration of this Agreement shall relieve Tenant of its liability and obligation under this Agreement, and such liability and obligations shall survive any such expiration, whether or not the Demised Premises or any part thereof shall have been relet, the Tenant shall pay to Landlord the rent and additional rent required to be paid by Tenants up to the time of such expiration, and thereafter, Tenant, until the end of what would have been the term of this Agreement in the absence of such expiration, shall be liable to Landlord for and shall pay to Landlord on the days on which the rent and additional rent would have been payable under this Agreement, if it were still in effect, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenants if this Agreement were still in effect less the net proceeds of any reletting effected as set out hereinabove, if any after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, commissions, reasonable legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.

B. Recover from the Tenant, on demand, whether or not the Landlord shall have collected any monthly deficiency, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term and the then fair and reasonable rental value of the Demised Premises for the same period. In the computation of such damages, the difference between any installment of the rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four (4%) percent per annum. If the Demised Premises or any part thereof, is relet by the Landlord for the unexpired term of this Agreement or any part thereof, before presentation of proof of such liquidation damages to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair reasonable rental value for the part or the whole of the premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings, in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

C. Exercise any and all other rights and/or remedies granted or allowed Landlord by any existing of future statute, act of assembly or any law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a Tenants who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such statute, act of assembly or other law of this state existing for the protection and benefits of Tenants.

D. Exercise any and all other rights and remedies contained in this Agreement including the rights and remedies provided by Sections 1902. and 1903.

1902. Tenant covenants and agrees that if the rent and/or any charges reserved in this Agreement as rent (including all accelerations of rent permissible under the provisions of this Agreement), shall remain unpaid five (5) days after the same is requirement to be paid, then and in that event, Landlord may cause judgment to be entered against Tenants, and for that purpose Tenants hereby authorizes and empowers Landlord or any Prothonotary, Clerk of Court, or Attorney of any Court of Record, to appear for and confess judgment against Tenants and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. for the recovery from Tenants of all rent hereunder (including all accelerations of rent permissible under the provisions of this Agreement) and/or for all charges reserved as rent, as well as for interest and costs and reasonable attorney's commissions, for which authorization to confess judgment, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Tenants for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this Agreement) and/or charges reserved hereunder as rent, as well as for interest and costs, together with an attorney's commission of five (5%) of the full amount of Landlord's claim against Tenants, but not to be less than \$500. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et sq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforescribed sums after they become due as herein provided as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of the Agreement.

1903. Tenant covenants and agrees that if this Agreement shall be terminated (either because of condition broken during the term of this Agreement of any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Landlord may cause judgment in Ejectment to be entered against Tenant for possession of the Demised Premises, and for that purpose Tenant hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court Record, to appear for Tenants and confess judgment against Tenants in ejectment or possession of the Demised Premises and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2970, et sq. for the entry of an order in Ejectment for the possession of real property, and Tenants further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of the writ or writs possession pursuant thereto, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Tenants further covenants and agrees that if for any reason whatsoever, after said action shall have commenced, the action shall be terminated and possession of the Demised Premises hereunder shall remain in or be restored to Tenant, Landlord shall have the right, upon any subsequent default or defaults, or upon the termination of this Agreement as set forth above, to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the Demised Premises.

1904. In any procedure or action to enter Judgment by Confession for Money pursuant to Section 1902 hereof, or to enter Judgment by Confession in Ejectment for possession of real property pursuant to Section 1903 hereof, if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Landlord to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this Agreement (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice the contrary notwithstanding.

1905. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in the Agreement, and all liability therefore. Tenant further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the Demised Premises either at the end of the term or sooner termination of this Agreement, or for non-payment of rent or for any other reason, Tenants specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days notice shall be sufficient in either or any such case.

1906. The right to enter judgment against the Tenants by confession and to enforce all of the other provisions of this Agreement herein provided for may at the option of any assignee of this Agreement, be exercised by any assignee of the Landlord's right, title and interest in this Agreement in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

1907. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or in equity shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenants for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein provided for the recovery of rent be constructed as a waiver of the right to obtain possession of the Demised Premises.

ARTICLE XX
Custom and Usage

2001. Landlord shall have the right at all times to enforce the covenants and conditions of this Agreement in strict accordance with the terms hereof despite any conduct or custom on the part of the Landlord in refraining from doing so at any time or times, and despite any contrary law, usage or custom or any failure by Landlord to enforce its rights at any time or times.

ARTICLE XXI
Scope and Interpretation of Agreement

2101. The Agreement is the only agreement between the parties hereto pertaining to the Demised Premises, and all negotiations and oral agreements acceptable to the parties are included herein. The laws of Commonwealth of Pennsylvania Shall govern the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXII
Captions

2201. Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect is meaning, construction or effect.

ARTICLE XXIII
Severability

2301. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

ARTICLE XXIV
Parties, Successors, Assigns

2401. The term "Tenant" shall refer to each and every person or party mentioned as a Tenants herein, be the same one or more. If there shall be more than one Tenants, they shall be bound jointly and severally by all the terms, covenants and conditions of this Agreement and any notice required or permitted by the terms of this agreement may be given by or to anyone thereof and shall have the same force and effect as if given by or to all.

2402. The term "Landlord" as used in this Agreement shall refer only to the owner for the time being of Landlord's part. The Landlord shall be and is hereby relieved of all covenants obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part and it shall be construed without further agreement to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the Building of which it is a part. The provisions of this Article XXIV shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under this Agreement shall be and is hereby limited to Landlord's interest in the Demised Premises and the Building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenant or to any other person by reason of this Agreement the execution thereof, or the acquisition of Landlord's interest.

2403. Subject to the provisions of Section 2402 hereof, all rights, obligations and liabilities hereupon given to or imposed upon respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-Tenants and assigns of said parties.

ARTICLE XXV
ADDITIONAL PROVISIONS

2501. It is further agreed between the parties of this Agreement: Exhibit "A" shall be part of this Agreement and is attached hereto.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the day and year first above written.

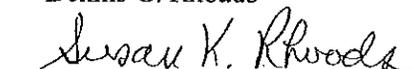
LANDLORD:

BY:



Dennis G. Rhoads

BY:



Susan K. Rhoads

TENANT:

BY:



EXHIBIT "A"

To Lease Agreement

Dated

By and Between Dennis G. and Susan K. Rhoads ("Landlord")
And Boris Schneider ("Tenant")

Lease Year Rental Rate Per Square Foot (552 sq. ft. total)

1 \$9.45 11/1/07

2 \$9.73 11/1/08

1st Renewal Period:

10.02
10.33
10.63

Each year of the renewal term, rental rate will increase 3% per year.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 19th day of JANUARY, 2006, by and between Dennis G. & Susan K. Rhoads, having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.
(hereinafter referred to as "Landlord");

AND

Roeberg Enterprises, Inc., having a mailing address for the purposes of this Agreement until notice of change duly given of 17th & Fairview Sts., Reading, PA 19606, (hereinafter referred to as "Tenants").

WITNESSETH:

ARTICLE I
Demised Premises

101. Landlord hereby leases to Tenants and Tenants hereby lease from Landlord Suite 104, containing 1,413 square feet, more or less, of rental floor area substantially as shown on Exhibit "A", attached hereto and incorporated herein by this reference thereto (hereinafter referred to as the "Demised Premises") in a Building situate at 3933 Perkiomen Avenue, Reading, PA (hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate in Berks County, Pennsylvania, and being the same Land described in Berks County Records in Deed Book Volume 4198 and page 263.

102. The Demised Premises are situate in an office retail building as described aforesaid. In the Demise Premises Landlord shall install the items and perform such work as described in Exhibit "B" attached hereto and incorporated herein by this reference thereto. Any other work required by lessee/tenants and not described in Exhibit "B" shall be performed by Tenant or his agents at Tenants' expense and in accordance with Article XIV hereof.

ARTICLE II
Use

201. Tenants shall use and occupy the Demised Premises for the following purposes only:
Dry cleaners.

ARTICLE III
Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the

1st day of March, 2006, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 28th day of February, 2011, (hereinafter referred to as the "Expiration Date").

A. Tenant shall have the right to enter the Demised Premises, for the purposes of inspection, prior to the Commencement Date. Upon execution of this Agreement, Tenants shall be permitted to perform and do such work improvement additions as provided in accordance with the provisions of Exhibit "B", provided Tenants comply with all other terms of this Agreement.

302. Notwithstanding the Commencement and Expiration Dates set forth above, if the Demised Premises is not ready for occupancy on the Commencement Date set forth above, the Commencement Date of the term of this Agreement shall be the date Tenants are tendered delivery of possession of the Demised Premises ready for occupancy in accordance with Section 303 hereof or the date Tenants take possession of the Demised Premises, whichever date is earlier. If the Commencement Date is not the first day of the month, the term of this Agreement shall expire at midnight on the last day of the calendar month in which the 2nd anniversary of the Commencement Date occurs; rental from the Commencement Date through the last day of the month in which the Commencement Date occurs shall be apportioned at the annual rate based on a 360 day year. As soon as determined, the parties hereto shall confirm in writing the Commencement and Expiration Dates and acknowledge that this Lease Agreement is in full force and effect and that the Tenants are in occupancy.

ARTICLE IV

Rent

401. Tenants shall pay to the Landlord the annual minimum rent as shown on Exhibit "C", attached hereto and incorporated herein by this reference thereto in equal monthly installments in advance, each on the first day of each calendar month, hereof, except the first monthly installment shall be paid upon execution of this Lease Agreement.

402. In the event Tenants have performed all of the terms, covenants and conditions of this Agreement which are required of them, then and in that event, Tenants are hereby granted an option to extend this Agreement for the term shown on Exhibit "C", attached hereto beginning immediately upon the expiration of the initial term as defined in section 301 hereof during which extension period the annual rental shall be at the rates set forth in said Exhibit "C". The option to extend provided for above shall be exercised by Tenants notifying Landlord in writing at least ninety (90) days before the expiration of the original term of this Agreement of their intention to exercise such option. If the option is not exercised as herein provided for, then the option shall be deemed waived and this Lease Agreement shall terminate accordingly. If said option is exercised, all of the terms, conditions and covenants of this Lease Agreement shall continue in full force and effect and be binding upon the parties for the extended period except that the annual rent for the extension period shall be as set forth in Exhibit "C", attached hereto.

403. Any payment by Tenants or acceptance by Landlord of a lesser amount than shall be due shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check the such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenants.

404. As security for Tenants' faithful performance of all Tenants' obligation under this Agreement and for Tenants' partial payment of any damages to which Landlord may be entitled, Landlord hereby acknowledges Tenants have deposited with Landlord the sum of one (1) month's rent, to be returned thirty (30) days after the Tenants vacates the premises, provided the Demised Premises are undamaged. Said security deposit is to be held in an interest bearing account with interest accruing to benefit of Tenants.

405. In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state or federal, is required to be paid due to the execution hereof, the cost thereof shall be borne by Tenants.

406. All sums payable hereunder by Tenants, or which are the expense of Tenants under this Lease Agreement are deemed and considered to be rent, and if not timely paid, Landlord shall have all the rights and remedies provided for herein and by law in and equity for the nonpayment of rent.

407. All rent and all sums payable hereunder by Tenants to Landlord shall be payable without notice or demand in the legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V Landlord's Services

501. As long as Tenants are not in default under any of the provisions of this Agreement, Landlord shall:

A. Furnish to Tenants and maintain and repair equipment for heating, ventilating and air conditioning servicing the Demised Premises (including air filters in said HVAC at change in seasons), except that any maintenance or repair to the same caused by Tenants negligence or acts of omission shall be paid for exclusively by Tenants;

B. Clean the common areas of the Building, provided the same are kept in order by Tenants;

C. Furnish a directory of the names of the tenants and their building reference;

D. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;

E. Remove or cause to be removed, refuse, and rubbish from the common area as designated by Landlord, but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenants shall on demand, pay the additional cost to Landlord;

F. Pay all real estate taxes assessed against the Project, Land and Building;

G. Maintain the building and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

H. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenants and Tenant's employees, employees sublessees and invitees in the parking area subject to the provisions of Article XXVI-Parking;

502. Without liability or responsibility to Tenants and without diminution of, or deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenants under this Agreement, when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's control.

ARTICLE VI Miscellaneous Covenants of Tenants

601. Tenants shall:

A. Pay the rent and all sums due under this Lease Agreement without notice or demand on the day and times and at the places that the same are payable without abatement, deduction or set off;

B. Pay the Landlord in addition to the minimum rental provided for in Section 401 hereof, an annual Common Area Maintenance ("CAM") Fee in an amount of not less than \$1.25 per rentable square foot of the Demised Premises for Tenant's pro rata share of the items and services provided for in Section 501. The CAM Fee shall be a minimum of One Thousand Seven Hundred Sixty-Six Dollars and Twenty-Five Cents (\$1,766.25) annually or One Hundred Forty-Seven Dollars and Nineteen Cents (\$147.19) monthly, payable in monthly installments, simultaneously with the rent and subject to Section 403. Landlord may revise the CAM fee based upon the operating expenses of the prior year, revisions to said CAM fee must be made within sixty (60) days of the close of Landlord's fiscal year which ends on December 31st. Tenants shall have the right to review any increases in the CAM fee upon written request to the Landlord;

C. Keep the Demised Premises in good order and repair, except for reasonable wear and tear and damage by any casualty not occurring through an act of negligence or omission of Tenants or Tenants' agents, employees, sublessees or invitees excepted, and on demand pay Landlord, as additional rent, the cost of repair or restoration of the Demised Premises or the Building or any part thereof if damaged in whole or in part by the negligence of Tenants, Tenants' agents, employees, sublessees or invitees.

D. Peaceably deliver up and surrender possession of the Demised Premises at the expiration or sooner termination of this Agreement, in the same condition in which Tenants have agreed to keep the same during the continuance of this Lease Agreement, broom clean, and at such time without demand or delay deliver to Landlord all keys for Demised Premises, and upon failure to deliver possession as aforesaid to pay to Landlord, at Landlord's option, an amount as liquidated damages which shall be computed by applying, for the period Tenants remain in possession thereafter, twice the highest rental rate under this Agreement;

E. Keep the Demised Premises in a clean and orderly manner, paying for the cleaning services for the Demised Premises; said cleaning services shall be performed in a manner satisfactory to Landlord and only by persons approved by Landlord;

F. Promptly correct any violation and comply with all laws, ordinances, notices, permits, or statements or occupancy, requirements, order, regulations and recommendations, now or hereafter in effect and of whatever nature, if any, and all the Federal, State, County, Municipal and/or other authorities and of the Board of Fire Underwriters and any insurance organizations or associations and/or companies, with respect to Tenant's conduct or use of the Demised Premises, and on demand, pay to Landlord, as additional rent, any and all increase in premiums on insurance (hazard and liability) now or hereafter carried by Landlord on the Demised Premises, Land and/or Building, which increases are caused in any way by the occupancy of Tenants or by breach of any of the provisions of this agreement;

G. Not store hazardous or explosive materials on the Demised Premises nor produce perceptible offensive odors, excessive noise or physical vibrations;

H. Use every reasonable precaution against fire or other casualty;

I. Give Landlord prompt written notice of any accident, fire, casualty or damage occurring on or to the Demised Premises, and of any defects in the apparatus in the Demised Premises; and

J. Cause all occupants of the Demised Premises to conduct themselves in such a manner as shall not be deemed improper or objectionable by Landlord.

602. Without the express written consent and approval of Landlord, Tenants, their agents,

employees, subcontractors or invitees or (when permitted) assignees or subtenants shall not do any of the following:

A. Occupy the Demised Premises in any manner or for any purpose except as permitted in this Agreement or agreed to in writing by Landlord.

B. Assign, mortgage or pledge this Agreement or underlet or sublet the Demised Premises or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

C. Make any alterations, improvements or additions to the Demised Premises;

D. Do or suffer to be done any act, matter or thing objectionable to insurance companies or in violation of the provisions of any insurance policies or whereby the said insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or on the Land and Building shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the execution hereof or at the time Tenants take possessions of the Demised Premises;

E. Remove, attempt to remove or manifest, in the reasonable opinion of the Landlord, an intention to remove Tenants' goods or property from or out of the Demised Premises other than in the ordinary course of business, without having first paid Landlord all rent which may become due during the entire term of this Lease Agreement;

F. Vacate or desert the Demised Premises during any term of this Agreement or permit the same to be empty or unoccupied;

G. Obstruct any sidewalks, halls, passageways, or stairways in said Building or Land or any other part thereof used in common with Landlord, the various tenants and their invitees (hereinafter called "common area") or use the same for any purpose other than egress and ingress to and from the Demised Premises;

H. Use or permit any of the toilet rooms, water closets, sinks or other apparatus or systems to be used for any purpose other than for which constructed or permit any sweepings, rubbish, rags, ashes, chemicals or refuse or other unsuitable substances to be thrown or placed therein;

I. Place or allow to be placed any items on the outside of the Building, on the windows, windowsills or projections thereof, that could be visible from outside the Buildings;

J. Use or operate any machinery that, in Landlord's opinion, is harmful to the Land or Building or disturbing to tenants occupying other parts thereof;

K. Place any weights in any portion of the Building beyond the safe carrying capacity of the structure;

L. Permit any odor, noise, sound or vibration which may, in Landlord's judgment, in any way tend to impair the use of any part of the Land or Building or interfere with the business or occupancy of any other tenants, or make or permit any disturbance of any kind in the Building, or interfere in any way with other tenants or those having business in the Building, or allow any occupant of the Demised Premises to conduct himself in a manner which Landlord in its sole opinion may deem improper or objectionable;

M. Keep upon or attach to the Demised Premises any goods or chattels which are the subject of a security agreement or other secured transaction, or use or keep upon or attach to the Demised Premises any goods, property or chattels unless owned by Tenants, or unless leased by Tenants without being exempt from levy for rent and other charges herein reserved or collectible as rent;

N. Cover or obstruct any of the floors, walls, partitions, skylights, windows, doors, or transoms, which reflect or admit light into any common areas;

O. Inscribe, paint or affix or permit to be inscribed, painted or affixed by anyone any sign, advertisement or notice on any part of the Building, inside or out without prior written consent of Landlord;

P. Bring in or remove from the Building any heavy or bulky object except by experienced movers or riggers approved in writing by Landlord, and only after notice, to, and approval by Landlord of the weight and size of the object and of the time, method and manner of bringing in or removing the same, or receive or remove from the Building any furniture or freight except as and during the hours designated by Landlord;

Q. Use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to, ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum, or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind;

R. Enter upon the roof of the Building;

S. Use electricity in the Demised Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises, or add to or alter the electrical system servicing the Demised Premises or connect thereto any additional fixtures, appliances or equipment other than lamps, typewriters and similar small office machines.

T. Use any part of the Demised Premises as sleeping rooms or apartments;

U. Use or occupy the Demised Premises or permit or suffer the same to be used or occupied in violation of the use regulation permit or statement of occupancy issued to said Building or in violation of any statute, ordinance or any requirement of any public authority, and the use permitted by this Agreement shall not be deemed a representation or guarantee by Landlord that such use is lawful or permitted under any permit or statement of occupancy, or otherwise;

V. Attach any awnings, antennae or other projection to the roof or outside walls of the Demised Premises or Building;

W. Execute or deliver any financing or security agreement or statement that would be a lien upon the Demised Premises or the Land or the Building;

X. Place or operate, or permit to be placed or operated, any vending machines in the Demised Premises;

Y. Erect, make or maintain on or attach or affix to, any part of the Demised Premises or Building including the windows and doors, any picture, television viewer or projection, and no loud speaker system or any other form of sound or audio transmission system or apparatus shall be used in or at the Demised Premises or Building by Tenants, any sub-tenant, or their respective agents or employees, for advertising, promotional purposes or any other purpose without prior written consent of Landlord and Exeter Township Zoning Officer; however, Landlord will allow, subject to Zoning approval by Tenant, an after-hours drop box situated on the exterior of the west side of the demised premises; and

Z. If Tenant is a corporation to liquidate or dissolve itself.

ARTICLE VII Rights of Landlord

701. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or times and from time to time) in or about the Demised Premises and the Land or building:

A. Make rules and regulations as in its reasonable judgment are necessary for the safety, care and cleanliness of, and good order of the Demised Premises, shall be a part of this lease, unless found unreasonable under Article XV hereof;

B. Discontinue any facility or service not expressly covenanted for herein, as they constitute no part of the consideration for this Agreement;

C. Control and prevent access to any part of the Building or land by all persons

whose presence in the judgment of Landlord, or Landlord's employee, will be prejudicial to the safety, character, reputation or interest of the Building or its representative tenants;

D. Prevent or restrict access to the Building by any person during any invasion, mob, riot, public excitement or public emergency or other commotion by closing the doors or otherwise;

E. During other than business hours, refuse access to the building to any person unless such person seeking admission (i) is properly identified and (ii) produces a key to the Demised Premises;

F. Prescribe the hours and the method and manner in which any merchandise, furniture or heavy or bulky object shall be brought in or taken out of the Building and limit and prescribe the weight, size and proper position thereof;

G. Install, place upon or affix to the roof or exterior walls of the Demised Premises and/or Building, equipment, signs, displays, antenna and any other object or structure provided it does not interfere with Tenant's occupancy;

H. Make alterations or additions to the Building;

I. Change the arrangement and/or location, or regulate the use, or all entrances, passageways, doorways, corridors and any other common areas in the Land or Building, whether or not connecting with any street, sidewalk, transportation facility, concourse, or any other building, and of all stairs, toilets, and public conveniences which are not within the Demised Premises;

J. To change the name of the building without incurring any obligation to Tenants, and

K. Enter and go upon the Demised Premises and every part thereof by itself or its duly authorized agents, by a master key or by forcible entry without rendering Landlord or its agents liable or subject to any action or prosecution therefore and without affecting the obligations of Tenants under this Agreement, for the purpose of doing any of the following things:

i) Inspect the Demised Premises and every part thereof and make decorations, repairs, alterations and additions thereto and to the Building and run wires, utility systems or appurtenances thereto and take material as required into and upon the Demised Premises, all as Landlord shall deem necessary for the safety, improvement, preservation or restoration of the building, or the Demised Premises, or for the safety or convenience of the present or future occupants thereof;

ii) Exhibit the Demised Premises to prospective tenants or Purchasers and anyone else having an interest or prospective interest therein;

iii) Render any service to the Building or any Tenants or occupant, or exercise any of the Landlord's right; and

iv) Take possession and alter, renovate and redecorate at any time within one month prior to the expiration of this Agreement if Tenants have removed all or substantially all of Tenant's property.

ARTICLE VIII
Covenant of Quiet Enjoyment

801. Landlord warrants that:

A. Landlord has the power and authority to enter into this Agreement; and

B. Tenants shall quietly enjoy the Demised Premises without hindrance by Landlord or anyone claiming under Landlord, subject however to all the provisions of this Agreement and the instruments referred to in the Article XIII.

ARTICLE IX
Insurance And Indemnification

901. Tenants agree to indemnify and save Landlord harmless from any and all liability, claims, damages, losses, litigations, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of the use and occupancy of the Demised Premises by Tenants; or

B. Tenants' failure to perform its obligations under this Agreement.

902. Tenants shall maintain and pay for sufficient public liability insurance to cover such indemnification with companies acceptable to Landlord, naming Landlord and Tenants as the insured, with minimum limits of \$1,000,000 per occurrence for bodily injury or death, and \$100,000 for property damage. Tenants shall deposit such insurance policy or policies or certificates of such insurance with Landlord with endorsements thereto indicating that:

A. The policy will not be cancelled without at least thirty (30) days' prior written notice to Landlord; and

B. No act or omission of Tenants will invalidate the interest of Landlord under

said insurances.

903. Landlord and Tenants hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the property covered by any insurance then in force even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies or insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder. Landlord and Tenants shall each have such clause in its fire and extended coverage insurance policies, if available, without charge, and if there be a charge, shall notify the other party and in such event, shall have the clause if the other party agrees to pay such extra charge.

ARTICLE X Waiver of Claims

1001. Landlord and Landlord's agent, servants and employees shall not be liable for, and Tenants hereby release Landlord and Landlords' agents, servants and employees from all claims for injury or damage to person or loss of or damage to property (including any disappearance or theft of property and any loss or interruption of business) sustained by Tenants, any person claiming through Tenants, or sustained by any other person, resulting from any fire, accident, occurrence or condition in or upon the Demised Premises, Land, Building, streets, sidewalks, or other areas abutting or adjacent to said Land or Building, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon or about the Land, Building or Demised Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such Building or Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (ix) any act or omission of Landlord, its agents, servants, and employees, unless said act or omission shall constitute a willful breach of law; (xii) any act or omission of parties other than Landlord, its employees or agents. After Landlord has received notification of needed repairs, Landlord will make every attempt to have said repairs addressed within 24 hours.

ARTICLE XI Condemnation

1101. Tenants hereby waive any injury, loss or damage or claim therefore against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Demised Premises or the air rights, Land or Building except Tenants reserve against the condemning authority

Tenants' right to claim for any damages for the interruption of Tenants' business, Tenants' moving expenses and for the taking of Tenants' personal property and/or fixtures. All awards by the condemning authority for the taking of air rights, Land or Building shall belong exclusively to the Landlord.

1102. In the event substantially all of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain, this Agreement shall terminate as of the date of the right to possession vests in the condemning authority and rent shall be apportioned as of the date. If only a part of the Demised Premises shall be so taken, and this Agreement is not terminated as hereinafter provided, the rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority. Notwithstanding the aforesaid, Tenant shall have the right to terminate this Lease Agreement if there is a substantial impairment of its operations as a result of eminent domain taking.

1103. In the event any part of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Demised Premises are not suitable for Tenant's use, so as to cause a substantial impairment of its operations, Tenants may, by written notice to Landlord given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

1104. In the event any part of the Building shall be taken as a result of the exercise of a power of eminent domain (whether or not the Demised Premises shall be affected) and the remainder of said Building shall not, in the opinion of Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenants given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

ARTICLE XII Damage or Destruction

1201. If the Demised Premises are damaged by the elements, fire or other casualty not due to Tenants' negligence, Landlord shall repair the damage but the rent shall not be abated unless the Demised Premises are thereby rendered untenable in whole or in part. If the Demised Premises are rendered untenable only in part, the rental shall be abated in proportion to the part rendered untenable and if the Demised Premises shall be rendered wholly untenable, the entire rent shall be abated provided, however, in such event, Landlord shall have the right, if such untenable Demised Premises can not be restored within one hundred eighty (180) days from the date the damage was suffered, to terminate this Agreement as of the date of occurrence by written notice to Tenants within ten (10) days thereafter, and in such case the rent shall be adjusted as of the termination date and Landlord need not repair or restore. Untenable shall mean such a condition as renders the Demised Premises substantially unsuitable for Tenant's business operation.

1202. If the Building shall, in Landlord's opinion, be substantially damaged so as to be unsuitable for Tenant's operation and by the elements, fire or other casualty, Landlord shall have the right, by written notice to Tenants within ten (10) days after said occurrence, to terminate this Agreement (unless terminated pursuant to Section 1201) and in such event this Agreement shall end as of the date of such notice and the rent shall be adjusted accordingly.

ARTICLE XIII

Subordination to Landlord's Document of Possession and Mortgage

1301. Tenants acknowledge that this Agreement and Tenants' rights hereunder are subject and subordinate to all agreements, deeds, leases, and titles, by and through which Landlord has possession of the Demised Premises and Building (hereinafter referred to as "Landlord's Documents of Possession") and to all mortgages, now or hereafter placed upon the Landlord's estate in the Land, Building and the Demised Premises.

1302. Landlord covenants and warrants that Landlord has the right to enter into this Agreement and that the rights granted hereunder to Tenants, and the exercise thereof in accordance with the provisions of this Agreement will not violate Landlord's Documents of Possession or constitute a default thereunder.

ARTICLE XIV

Alterations and Services by Tenants and Trade Fixtures

1401. Tenants shall not do any work in or about the Demised Premises or make any alterations or additions thereto without the prior written consent of Landlord. All such work to which Landlord consents shall be performed and installed at Tenants' sole cost and expense in accordance with plans and specifications to be supplied by Tenants, which plans and the contractors, subcontractors and all suppliers of labor and material shall in all instances first be subject to Landlord's approval. During the work, Tenants shall maintain such insurances as Landlord may require for the benefit of Landlord.

1402. No work or installation by Tenants at the Demised Premises shall be done except after the filing of waiver of the right to file any lien therefore (commonly known as a mechanic's and/or materialman's lien) with Landlord, so as to constitute an effective waiver by anyone having a right to file such a lien. If any such lien is filed as a result of work performed at the Demised Premises by Tenants' contractor or materialman, Tenants shall furnish a guarantee by each of Tenants' prime contractors and materialmen for the benefit of Landlord, Tenants' and such other parties as Landlord shall designate, that all work, materials and equipment will be in accordance with the plans and specifications and that they will promptly, upon notice, correct and repair at their own cost and expense any deficiency, defect, fault or imperfection of material, equipment or workmanship.

1403. Any alterations, improvements or additions made by Tenants' shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the

property of Landlord unless prior to the termination of this Agreement Landlord gives Tenants written notice to remove same in which event Tenants shall remove the same and restore the Demised Premises to the same good order and condition in which they were at the time of delivery of possession to Tenants normal wear and tear excepted. Should Tenants fail to do this, Landlord may perform Tenants' obligation to do so and Tenants' shall pay the costs and expense thereof to Landlord as additional rent upon demand.

1404. All trade fixtures installed by Tenants' to the Demised Premises shall remain the property of Tenants and shall be removed on or before the Termination Date of this Agreement but may not be removed without Landlord's express written consent at any time when Tenants are in default under any provision of this Agreement. At Landlord's option, any trade fixtures not removed on or before the Termination Date shall either become Landlord's property or Landlord may remove and dispose of them and in such event, Tenants shall pay the cost and expense thereof to Landlord as additional rent upon demand. Tenants shall promptly restore the Demised Premises to the original order and condition upon removal of trade fixtures.

ARTICLE XV Rules and Regulations

1501. Rules and Regulations dealing with the land, building and various tenants thereof and additions, alterations or modifications of said Rules and Regulations may from time to time be made by Landlord and shall be effective and part of this Agreement at the time notice thereof is given to Tenants.

1502. If Tenants dispute the reasonableness of any Rule or Regulation hereafter made by Landlord, the parties hereto shall submit the question of the reasonableness of such Rule or Regulation for decision to the National Association of Building Owners and Managers or to such impartial person or persons as they may designate, whose determination shall be final and conclusive upon the parties hereto. Tenants' right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived unless asserted by the service of a written notice upon Landlord within ten (10) days after notice of the adoption of such additional Rule or Regulation. Pending resolution of such dispute, Tenants shall nevertheless comply with the Rule or Regulation in question as well as all others. Nothing in this Agreement contained shall be construed to impose upon Landlord any duty or obligation to enforce against any other tenant Rules or Regulations or the terms, covenants or conditions in any other lease, and Landlord shall not be liable to Tenants for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees. Wherever there is any conflict between the Rules and Regulations, and the other provisions of this Agreement, the latter shall govern.

ARTICLE XVI Performance of Tenant's Covenants

1601. Except for the payments of rent, reserved herein which shall be payable when due,

Tenants shall perform all agreements on its part to be performed and shall perform the same promptly upon receipt of written notice of nonperformance; if Tenants do not perform to Landlord's satisfaction within ten (10) business days, begin within such period and thereafter proceed to completion with due diligence), Landlord may, at Landlord's option, perform for Tenants and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises without liability to Tenants for any loss or damage resulting therefrom; and Tenants shall pay the cost and expense of such performance to Landlord as additional rent upon demand.

ARTICLE XVII

Notices

1701. That whenever notice is provided for in this Agreement, it shall be given in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, mailed by certified mail, return receipt requested, proper postage attached, to the party or parties to whom addressed at the address set forth on page 1 of this Agreement. Any party may change the address to which notice shall be delivered or mailed by notice duly given.

ARTICLE XVIII

Events of Default

1801. Each of the following shall constitute an event of default hereunder:

- A. Tenants discontinuing their business in the Demised Premises;
- B. The filing by or against Tenants of a petition for adjudication as bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenants' property, an assignment by Tenants for the benefit of creditors, or the taking possession of Tenants' property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant;
- C. Tenants failing to pay any sum herein required to be paid by Tenants when due;
- D. Tenants vacating or deserting the Demised Premises or permitting the same to be empty or unoccupied;
- E. Tenants removing, attempting to remove or manifesting an intention to remove Tenants' goods or property from the Demised Premises (except in the ordinary and usual course of business) without having first paid Landlord all the rent for the balance due of the lease term;
- F. Tenants failing to perform any other covenant or condition of this Lease

Agreement within ten (10) days after written notice and demand, or, if the performance requires more than ten (10) days to complete, failing to begin performance within ten (10) days and completing diligently thereafter; and

G. Tenants failing to take possession or execute an agreement as to substantial completion of the Demised Premises within ten (10) days after possession is tendered ready for occupancy.

Listing the above does not limit Landlord's action upon default where the causes or similar application exist.

ARTICLE XIX
Rights of Landlord Upon Default by Tenants

1901. In the event of the occurrence of an event of default hereunder, as provided for in Article XVIII, Landlord may, at Landlord's option:

A. Terminate this Agreement after sixty (60) days' notice provided that if Tenant cures the defect which gives rise to the Notice of Termination within said sixty (60) day period, then the Notice to Terminate shall be null and void, if not, then Tenants shall peacefully surrender the Demised Premises to Landlord, and Landlord may re-enter the Demised Premises and repossess them by force, summary proceedings, ejectment or otherwise, and may dispossess Tenants and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income therefrom. At any time after such expiration, Landlord may relet the Demised Premises or any part thereof in the name of Landlord, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease Agreement) and on such conditions as the Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part therefore or for any failure to collect any rent due upon any such reletting. No such expiration of this Lease Agreement shall relieve Tenants of their liability and obligation under this Lease Agreement, and such liability and obligations shall survive any such expiration, whether or not the Demised Premises or any part thereof shall have been relet, the Tenants shall pay to Landlord the rent and additional rent required to be paid by Tenants up to the time of such expiration, and thereafter, Tenants, until the end of what would have been the term of this Agreement in the absence of such expiration, shall be liable to Landlord for and shall pay to Landlord on the days on which the rent and additional rent would have been payable under this Agreement, if it were still in effect, as and for liquidated and agreed current damages for Tenants' default, the equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenants if this Agreement were still in effect less the net proceeds of any reletting effected as set out hereinabove, if any after deducting all landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, commissions, reasonable legal expense, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.

B. Recover from the Tenants, on demand, whether or not the Landlord shall have collected any monthly deficiency, as and for liquidated and agreed final damages for the Tenants' default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term. In the computation of such damages, the difference between any installment of the rent becoming due hereunder after the date of termination shall be discounted to the date of termination at the rate of four (4%) percent per annum.

~~C. Exercise any and all other rights and/or remedies granted or allowed Landlord~~ by any existing or future statute, act of assembly or any law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such statute, act of assembly or other law of this state existing for the protection and benefits of tenants.

1902. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or in equity shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenants for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein provided for the recovery of rent be constructed as a waiver of the right to obtain possession of the Demised Premises.

ARTICLE XX
Custom and Usage

2001. Landlord shall have the right at all times to enforce the covenants and conditions of this Agreement in strict accordance with the terms hereof despite any conduct or custom on the part of the Landlord in refraining from doing so at any time or times, and despite any contrary law, usage or custom or any failure by Landlord to enforce its rights at any time or times.

ARTICLE XXI
Scope and Interpretation of Agreement

2101. The Agreement is the only agreement between the parties hereto pertaining to the Demised Premises, and all negotiations and oral agreements acceptable to the parties are included herein. The laws of the Commonwealth of Pennsylvania shall govern the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXII

Captions

2201. Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXIII

Severability

2301. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

ARTICLE XXIV

Parties, Successors, Assigns

2401. The term "Tenant" shall refer to each and every person or party mentioned as a Tenant herein, be the same one or more. If there shall be more than one Tenant, they shall be bound jointly and severally by all the terms, covenants and conditions of this Agreement and any notice required or permitted by the terms of this agreement may be given by or to anyone thereof and shall have the same force and effect as if given by or to all.

2402. The term "Landlord" as used in this Agreement shall refer only to the owner for the time being of Landlord's part. The Landlord shall be and is hereby relieved of all covenants obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part and it shall be construed without further agreement to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the Building of which it is a part. The provisions of this Article XXIV shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under this Agreement shall be and is hereby limited to Landlord's interest in the Demised Premises and the Building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenant or to any other person by reason of this Agreement the execution thereof, or the acquisition of Landlord's interest.

2403. Subject to the provisions of Section 2402 hereof, all rights, obligations and liabilities hereupon given to or imposed upon respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-Tenants and assigns of said parties.

ARTICLE XXV

ADDITIONAL PROVISIONS

2501. It is further agreed between the parties of this Agreement: Exhibits "A" through "C"

are part of this Agreement and are attached hereto.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the day and year first above written.

LANDLORD:

BY: *Diana G. Rhoads*

BY: *Susan K. Rhoads*

TENANTS:

Roeberg Enterprises, Inc.

BY: *Michael Roeberg*
Michael Roeberg

BY: *Richard Roeberg*
Richard Roeberg

Exhibit "B"
To Lease Agreement
Between

Dennis G. and Susan K. Rhoads ("Landlord")

And

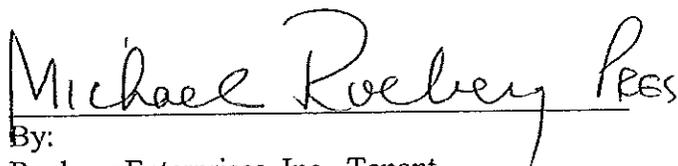
Roeberg Enterprises, Inc. ("Tenant")

Work to be performed by Landlord:

Install 2 sets of double entry doors
Demising wall/Lights/Electric & Air
Raising floor for entrance/customer area
Drywall spackled, ready for paint
Sprinkler system
1- ADA bathroom

Work to be performed by Tenant:

All fit out inside demised premises per plan


By:

Roeberg Enterprises, Inc., Tenant

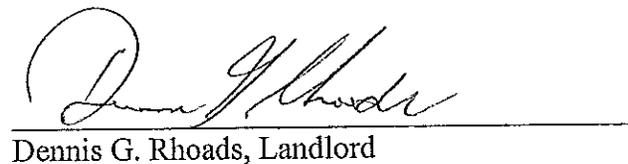

Dennis G. Rhoads, Landlord

Exhibit "C"
To Lease Agreement
By and Between
Dennis G. and Susan K. Rhoads ("Landlord")
And
Roeberg Enterprises, Inc. ("Tenant")
Dated

Lease Year	Rental Rate per Sq.Ft.
1	\$9.75, Rent to begin on 3/1/2006
2	\$9.75 3/1/07
3	\$10.04 3/1/08
4	\$10.34 3/1/09
5	\$10.65 3/1/10
1st Renewal Period	
6	\$10.97 //
7	\$11.30
8	\$11.64
9	\$11.99
10	\$12.35

LAW OFFICES
CROCKER & CROCKER, P.C.
1296 HIGH STREET
POTTSTOWN, PA 19464

HENRY T. CROCKER
H. CHRISTOPHER CROCKER

TELEPHONE (610) 323-5700
FAX (610) 326-4915

December 12, 2005

Mr. Dennis G. Rhoads
Music Festivals
P. O. Box 4579
3933 Perkiomen Avenue
Reading, PA 19606

Re: Lease Agreement - Rhoads and Roeberg Enterprises, Inc.

Dear Dennis:

I have looked over Gene LaManna's handwritten notations on the Lease Agreement. The changes that he has suggested are minimal except for one very significant change which I will mention in a following paragraph. I have changed in Section 401 six (6) months to ninety (90) days. I have left 601(B) as it is and 701(G) and (H) as they were. Section 902, I have changed \$3,000,000 to \$1,000,000. In Section 1102, I have added certain language "notwithstanding the foregoing, Tenants shall have the right to terminate if there is a substantial impairment of its operations". In Section 1103, I have added "so as to cause a substantial impairment of its operations". In Section 1201, I have added "untenantable shall mean such condition as renders the Demised Premises substantially unsuitable for Tenant's business operation" and in Section 1202, I have added "so as to be unsuitable for Tenant's business operation".

I have removed on Page 15, subsection (D), Sections 1902, 1903, 1904 and 1905. These Sections essentially create a legal shortcut which enable you to bypass all normal legal procedures and to confess judgment against the Tenants in the event there is a default under the terms and conditions of this Lease. As a Landlord, I would always be desirous of having these provisions in the Lease. As a Tenant or as a Tenant's attorney, I would never want these provisions in the Lease. By removing these provisions, you are left to your normal remedies at law in terms of obtaining a judgment for money damages against the Tenant and also, for the purposes of recovering possession of the premises in the event of a default.

I am uncertain as to what you feel about the confession of judgment provisions. They have been always considered to be somewhat controversial and oppressive if you are a Tenant but if you are a Landlord, they are considered to be standard operating procedure.

Exhibit "B"
To Lease Agreement
Between
Dennis G. and Susan K. Rhoads ("Landlord")
And
Roeberg Enterprises, Inc. ("Tenant")

Work to be performed by Landlord:

Install 2 sets of double entry doors
Demising wall/Lights/Electric & Air
Raising floor for entrance/customer area
Drywall spackled, ready for paint
Sprinkler system

Work to be performed by Tenant:

All fit out inside demised premises per plan

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT DATED AS OF THE 11th DAY OF APRIL, 2011, BY AND BETWEEN DENNIS G. & SUSAN K. RHOADS ("LANDLORD") OF P.O. BOX 4579, 3933 PERKIOMEN AVENUE, READING, PA 19606

AND

ROEBERG ENTERPRISES, INC. ("TENANT") OF 17TH AND FAIRVIEW STREETS, READING, PA 19606

WHEREAS ON JANUARY 19, 2006 THE LANDLORD AND THE TENANT ENTERED INTO A LEASE AGREEMENT FOR 1,413 SQ. FT. OF RETAIL SPACE AT 3933 PERKIOMEN AVENUE, READING, PA 19606, AND

WHEREAS, THE LESSOR AND LESSEE HAVE AGREED TO EXTEND THE TERM OF SAID LEASE ON A MONTH TO MONTH BASIS, AND

WHEREAS THE PARTIES HAVE AGREED THAT EITHER PARTY MAY TERMINATE THE LEASE BY GIVING THE OTHER PARTY 90 DAYS WRITTEN NOTICE,

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, THE LESSOR AND LESSEE DO HEREBY EXTEND SAID LEASE UNDER THE TERMS AND CONDITIONS SPECIFIED ABOVE BY EXECUTING THIS AMENDMENT TO SAID LEASE.

IT IS ALSO AGREED THAT ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS CONTAINED IN THE LEASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND ARE HEREBY REAFFIRMED AND RATIFIED IN THEIR ENTIRETY.

THE RENTAL RATE FOR THE FIRST 12 MONTHS OF THE EXTENSION OF THE LEASE SHALL BE ONE THOUSAND TWO HUNDRED NINETY-ONE AND 72/100 (\$1,291.72) PER MONTH.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE EXECUTED THIS AMENDMENT TO LEASE AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Megan A. Rhoads
WITNESS

DENNIS G. & SUSAN K. RHOADS
Dennis G. Rhoads

Susan K. Rhoads

Jennifer Calcagni
WITNESS

ROEBERG ENTERPRISES, INC.
BY Richard Roeberg

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 13th day of December, 2006, by and between Dennis G. & Susan K. Rhoads, having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.

(hereinafter referred to as "Landlord");

AND

Ralli Holden Sirak, having a mailing address for the purposes of this Agreement until notice duly given of 3933 Perkiomen Avenue, Reading, PA 19606 (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE I Demised Premises

101. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 106, containing 1043.25 square feet, more or less, of rental floor area substantially as shown on Exhibit "A", attached hereto and incorporated herein by this reference thereto (hereinafter referred to as the "Demised Premises") in Building 3933 Perkiomen Avenue, Reading, PA hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate Berks County, Pennsylvania, and being the same Land described in Berks County Records in Deed Book Volume, page ___ and page ___.

102. The Demised Premises are in an office-retail building. In the Demised Premises, Landlord shall install the items and perform the work prescribed in Exhibit "B" attached hereto and incorporated herein by this reference thereto, if any. Any other work to be done therein shall be performed by Tenants at Tenant's expense and in accordance with Article XIV hereof.

ARTICLE II

Use

201. Tenants shall use and occupy the Demised Premises for the following purpose only: attorney's office.

ARTICLE III

Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 10th day of January, 2007, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 31st day of December, 2011, (hereinafter referred to as the "Expiration Date").

A. Tenant shall have the right to enter the Demised Premises, for the purpose of inspection, prior to the Commencement Date. Upon execution of this Agreement, Tenant shall be permitted to perform and do such work improvement additions as provided in accordance with the provisions of Exhibit "B", provided Tenant complies with all other terms of this Agreement.

302. Rental from the Commencement Date through the last day of the month in which the Commencement Date occurs shall be appointed at the annual rate based on a 360 day year.

ARTICLE IV
Rent

401. Tenant shall pay to the Landlord the annual minimum rent as shown on Exhibit "C", attached hereto and incorporated herein by this reference thereto in equal monthly installments in advance, each on the first day of each calendar month, hereof, except the first pro-rated monthly installment in the amount of Six Hundred Twenty-One and 60/100 Dollars (\$621.60) for January of 2007 shall be paid upon execution of this agreement.

402. In the event Tenant has performed all of the terms, covenants and conditions of this Agreement which are required of it, then and in that event, Tenant is hereby granted an option to extend this Agreement for the term shown on Exhibit "C", attached hereto beginning immediately upon the expiration of the initial term as defined in section 301 hereof during which extension period the annual rental shall be at the rates set forth in said Exhibit "C". The option provided for above shall be exercised by Tenant notifying Landlord in writing at least six (6) months before the expiration of the original term of this Agreement of its intention to exercise such option. If the option is not exercised as herein provided for, then the option shall be deemed waived and this Agreement shall terminate accordingly. If said option is exercised, all of the terms, conditions and covenants of this Lease Agreement shall continue in full force and effect and be binding upon the parties for the extended period except that the annual rental for the extension period shall be as set forth in Exhibit "C", attached hereto.

403. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check that such lesser amount is payment in full 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.

404. As security for Tenant's faithful performance of all Tenant's obligations under this Agreement and for Tenants' payment of any damages to which Landlord may be entitled, Landlord hereby acknowledges Tenant has deposited with Landlord the sum of one (1) months rent, to be returned thirty (30) days after the Tenant vacates the premises, provided the Demised Premises are undamaged, excepting reasonable wear and tear and losses required to be restored by Landlord under the terms of this Lease. Said security deposit is to be held in an interest bearing account with interest accruing to benefit of Tenant.

405. Intentionally deleted.

406. All sums payable hereunder by Tenant, or which are the expense of Tenant under this Lease Agreement are deemed and considered to be rent, and if not paid, Landlord shall have all the rights and remedies provided for herein and by law or equity for the nonpayment of rent.

407. All rent and all sums payable hereunder by Tenant to Landlord shall be payable without notice on demand in then legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V
Landlord's Services

501. As long as Tenant is not in default under any of the provisions of this Agreement, Landlord shall:

A. Furnish to Tenant and maintain and repair equipment for heating, ventilating and air conditioning servicing the Demised Premises (including air filters in said HVAC at change in seasons), except that any maintenance or repair to the same caused by Tenant negligence or acts of omission shall be paid for exclusively by Tenant;

B. Clean the common areas of the Building, provided the same are kept in order by Tenants;

C. Furnish a directory of the names of the Tenants and their building reference;

D. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;

E. Remove or cause to be removed, refuse, and rubbish from the common area designated by Landlord; but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenants shall on demand, pay the additional cost to Landlord;

F. Pay all real estate taxes assessed against the Project, Land and Building;

G. Maintain the Building and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

H. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenants and Tenant's employees, employees, sublessees and invitees in the parking area;

505. Without liability or responsibility to Tenants and without diminution of, or deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenants under this Agreement, when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's control.

ARTICLE VI
Miscellaneous Covenants of Tenant

601. Tenant shall:

A. Pay the rent and all sums due under this Agreement without notice or demand on the day and times and at the places that the same are payable and without abatement, deduction or set off;

B. Pay the Landlord in addition to the minimum rental provided for in Section 401 hereof, an annual Common Area Maintenance ("CAM") Fee in an amount of \$1.25 for calendar year 2007 and not less than \$1.25 thereafter per rentable square foot of the Demised Premises for Tenant's pro-rata share of the items and services provided for in section 501. The CAM Fee shall be One Thousand Three Hundred Four and 06/100 (\$1,304.06) annually or One Hundred Eight and 67/100 (\$108.67) monthly for calendar year 2007 and a minimum of One Thousand Three Hundred Four and 06/100 Dollars (\$1,304.06) annually or One Hundred Eight and 67/100 Dollars (\$108.67) monthly thereafter, payable in monthly installments, simultaneously with the rent and subject to Section 403. Landlord may revise the CAM fee based upon the operating expenses of the prior year, revisions to said CAM fee to be made within sixty (60) days of the close of Landlord's fiscal year which ends on December 31st. Tenants shall have the right to review any increases in the CAM fee upon written request to the Landlord. Tenant shall pay the first pro-rated monthly CAM fee in the amount of Seventy-Nine and 69/100 Dollars (\$79.69) for January of 2007 upon execution of this Lease Agreement;

C. Keep the Demised Premises in good order and repair, reasonable wear and tear and damage by any casualty not occurring through an act of negligence of Tenants or Tenant's agents, employees, sublessees or invitees excepted, and on demand pay Landlord, as additional rent, the cost of repair or restoration of the Demised Premises or the Building or any part thereof if damaged in whole or in part by the negligence of Tenants, Tenant's agents, employees, sublessees or invitees;

D. Peaceably deliver up and surrender possession of the Demised Premises at the expiration or sooner termination of this Agreement, in the same condition in which Tenants has agreed to keep the same during the continuance of this Agreement, broom clean, and at such time without demand or delay deliver to Landlord keys for Demised Premises, and upon failure to deliver possession as aforesaid to pay to Landlord, at Landlord's option, an amount as liquidated damages which shall be computed by applying, for the period Tenant remains in possession thereafter, twice the highest rental rate under this Agreement;

E. Keep the Demised Premises in a clean and orderly manner, paying for the cleaning services for the Demised Premises; said cleaning services shall be performed in a manner satisfactory to Landlord and only by persons approved by Landlord;

F. Promptly correct any violation and comply with all laws, ordinances, notices, permits, or statements or occupancy, requirements, order, regulations and recommendations, now or hereafter in effect and of whatever nature, if any, and all the Federal, State, County, Municipal and/or other authorities and of the Board of Fire Underwriters and any insurance organizations or associations and/or companies, with respect to Tenant's conduct or use of the Demised Premises, and on demand, pay to Landlord, as additional rent, any and all increase in premiums on insurance (hazard and liability) now or hereafter carried by Landlord on the Demised Premises, Land and/or Building, which increases are caused in any way by Tenant's breach of any of the provisions of this agreement;

G. Not store hazardous or explosive materials, on the Demised Premises nor produce perceptible offensive odors, excessive noise or physical vibrations;

H. Use every reasonable precaution against fire or other casualty;

I. Give Landlord prompt written notice of any accident, fire, casualty or damage occurring on or to the Demised Premises, and of any defects in the apparatus in the Demised Premises; and

J. Cause all occupants of the Demised Premises to conduct themselves in such a manner as shall not be deemed improper or objectionable by Landlord.

602. Without the express written consent and approval of Landlord, Tenant, its agents, employees, subcontractors or invitees or (when permitted) its assignees or sub-Tenants shall not do any of the following:

A. Occupy the Demised Premises in any manner or for any purpose except as permitted in this Agreement or agreed to in writing by Landlord.

B. Assign, mortgage or pledge this Agreement or underlet or sublet the Demised Premises or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

C. Make any alterations, improvements or additions to the Demised Premises;

D. Do or suffer to be done any act, matter or thing objectionable to insurance companies or in violation of the provisions of any insurance policies or whereby the said insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or on the Land and Building shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the execution hereof or at the time Tenants takes possession of the Demised Premises;

E. Remove, attempt to remove or manifest, in the reasonable opinion of Landlord, an intention to remove Tenant's goods or property from or out of the Demised Premises other than in the ordinary course of business, without having first paid Landlord all rent which may become due during the entire term of this Agreement;

F. Vacate or desert the Demised Premises during any term of this Agreement or permit the same to be empty or unoccupied;

G. Obstruct any sidewalks, halls, passageways, or stairways in said Building or Land or any other part thereof used in common with Landlord, the various Tenants and their invitees (hereinafter called "common areas") or use the same for any purpose other than egress and ingress to and from the Demised Premises;

H. Use or permit any of the toilet rooms, water closets, sinks or other apparatus or systems to be used for any purpose other than for which constructed or permit any sweepings, rubbish, rags, ashes, chemicals or refuse or other unsuitable substances to be thrown or placed therein;

I. Place or allow to be placed any items on the outside of the Building, on

the windows, windowsills or projections thereof, that could be visible from outside the Buildings;

J. Use or operate any machinery that, in Landlord's opinion, is harmful to the Land or Building or disturbing to Tenants occupying other parts thereof;

K. Place any weights in any portion of the Building beyond the safe carrying capacity of the structure;

L. Permit any odor, noise, sound or vibration which may, in Landlord's judgment, in any way tend to impair the use of any part of the Land or Building or interfere with the business or occupancy of any other Tenants, or make or permit any disturbance of any kind in the Building, or interfere in any way with other Tenants or those having business in the Building, or allow any occupant of the Demised Premises to conduct himself in a manner which Landlord in its sole opinion may deem improper or objectionable;

M. Keep upon or attach to the Demised Premises any goods or chattels which are the subject of a security agreement or other secured transaction, or use or keep upon or attach to the Demised Premises any goods, property or chattels unless owned by Tenants, or unless leased by Tenants without being exempt from levy for rent and other charges herein reserved or collectible as rent;

N. Cover or obstruct any of the floors, walls, partitions, skylights, windows, doors, or transoms, which reflect or admit light into any common areas;

O. Inscribe, paint or affix or permit to be inscribed, painted or affixed by anyone any sign, advertisement or notice on any part of the Building, inside or out without prior written consent of Landlord;

P. Bring in or remove from the Building any heavy or bulky object except by experienced movers or riggers approved in writing by Landlord, and only after notice, to, and approval by Landlord of the weight and size of the object and of the time, method and manner of bringing in or removing the same, or receive or remove from the Building any furniture or freight except as and during the hours designated by Landlord;

Q. Use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to, ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum, or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind;

R. Enter upon the roof of the Building;

S. Use electricity in the Demised Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises, or add to or alter the electrical system servicing the Demised Premises or connect thereto any additional fixtures, appliances or equipment other than lamps, typewriters and similar small office machines;

T. Use any part of the Demised Premises as sleeping rooms or apartments;

U. Use or occupy the Demised Premises or permit or suffer the same to be

used or occupied in violation of the use regulation permit or statement of occupancy issued for said Building or in violation of any statute, ordinance or any requirement of any public authority, and the use permitted by this Agreement shall not be deemed a representation or guarantee by Landlord that such use is lawful or permitted under any permit or statement of occupancy, or otherwise;

V. Attach any awnings, antennae or other projection to the roof or outside walls of the Demised Premises or Building;

W. Execute or deliver any financing or security agreement or statement that would be lien upon the Demised Premises or the Land or the Building;

X. Place or operate, or permit to be placed or operated, any vending machines in the Demised Premises;

Y. Erect, make or maintain on or attach or affix to, any part of the Demised Premises or Building including the windows and doors, any sign, picture, television viewer or projection, or other representation or advertisement or notice of any kind, which is visible from any location outside of the Building or visible from the Lobby of the Building, and no loud speaker system or any other form of sound or audio transmission system or apparatus shall be used in or at the Demised Premises or Building by Tenants, any sub-Tenants, or their respective agents or employees, for advertising, promotional purposes or any other purpose without prior written consent of Landlord; and

Z. If Tenant is a corporation to liquidate or dissolve itself.

ARTICLE VII RIGHTS OF LANDLORD

701. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or time and from time to time) in or about the Demised Premises and the Land or building:

A. Make rules and regulations as in its reasonable judgment are necessary for the safety, care and cleanliness of, and good order in the Demised Premises, Tenants, shall be a part of this lease, unless found unreasonable under Article XV hereof;

B. Discontinue any facility or service not expressly covenanted for herein, as they constitute no part of the consideration for this Agreement;

C. Control and prevent access to any part of the Building or land by all persons whose presence in the judgment of Landlord, or Landlord's employee, will be prejudicial to the safety, character, reputation or interest of the Building or its representative Tenants;

D. Prevent access to the Building by any person during any invasion, mob, riot, public excitement or other commotion by closing the doors or otherwise;

E. During other than business hours, refuse access to the building to any

person unless such person seeking admission (i) is properly identified and (ii) produces a key to the Demised Premises;

F. Prescribe the hours and the method and manner in which any merchandise, furniture or heavy or bulky object shall be brought in or taken out of the Building and limit and prescribe the weight, size and proper position thereof;

G. Install, place upon or affix to the roof or exterior walls of the Demised Premises and/or the Building, equipment, signs, displays, antenna and any other object or structure provided it does not interfere with Tenant's occupancy;

H. Make alterations or additions to the Building;

I. Change the arrangement and/or location, or regulate the use, of all entrances, passageways, doorways, corridors and any other common areas in the Land or Building, whether or not connecting with any street, sidewalk, transportation facility, concourse, or any other building, and of all stairs, toilets, and public conveniences which are not within the Demises Premises;

J. To change the name of the building without incurring any obligation to Tenants;
and

K. Enter and go upon the Demised Premises and every part thereof by itself or its duly authorized agents, by a master key or by forcible entry without rendering Landlord or its agents liable or subject to any action or prosecution therefore and without affecting the obligations of Tenants under this Agreement, for the purpose of doing any of the following things:

i) Inspect the Demised Premises and every part thereof and made decorations, repairs, alterations and additions thereto and to the Building and run wires, utility systems or appurtenances thereto and take material as required into and upon the Demised Premises, all as Landlord shall deem necessary for the safety, improvement, preservation or restoration of the building, or the Demised Premises, or for the safety or convenience of the present or future occupants thereof;

ii) Exhibit the Demised Premises to prospective Tenants or Purchasers and anyone else having an interest or prospective interest therein;

iii) Render any service to the Building or any Tenants or occupant, or exercise any of the Landlord's right; and

iv) Take possession and alter, renovate and redecorate at any time within one month prior to the expiration of this Agreement if Tenants has removed all or substantially all of Tenant's property.

ARTICLE VIII
Covenant of Quiet Enjoyment

801. Landlord warrants that:

A. Landlord has the power and authority to enter into this Agreement; and

B. Tenants shall quietly enjoy the Demised Premises without hindrance by Landlord or anyone claiming under Landlord, subject however to all the provisions of this Agreement and the instruments referred to in the Article XIII.

ARTICLE IX
Insurance And Indemnification

901. Tenants agrees to indemnify and save Landlord harmless from any and all liability, claims, damages, losses, litigations, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of the use and occupancy of the Demised Premises by Tenants; or

B. Tenant's failure to perform its obligations under this Agreement.

902. Tenants shall maintain and pay for sufficient public liability insurance to cover such indemnification with companies reasonably acceptable to Landlord, naming Landlord and Tenants as the insured, with minimum limits of \$1,000,000 in respect of injuries or death of any one person and \$2,000,000 in respect of any one accident or disaster, and \$30,000 in respect of property damaged or destroyed. Tenants shall deposit such insurance policy or policies or certificates of such insurance with Landlord with endorsements thereto indicating that:

A. The policy will not be cancelled without at least thirty (30) days' prior written notice to Landlord; and

B. No act or omission of Tenants will invalidate the interest of Landlord under said insurances.

903. Landlord and Tenants hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the property covered by any insurance than in force even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies or insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder. Landlord and Tenants shall each have such clause in its fire and extended coverage insurance policies, if available, without charge, and if there be a charge, shall notify the other party and in such event, shall have the clause if the other party agrees to pay such extra charge.

ARTICLE X
Waiver of Claims

1001. Landlord and Landlord's agent, servants and employees shall not be liable for, and Tenants hereby releases Landlord and Landlord's agents, servants and employees from all claims for injury or damage to person or loss of or damage to property (including any disappearance or theft of property and any loss or interruption of business) sustained by Tenants, any person claiming through Tenants, resulting from any fire, accident, occurrence or condition in or upon the Demised Premises, Land, Building, streets, sidewalks, or other areas abutting or adjacent to said Land or Building, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon or about the Land, Building or Demised Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such Building or Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (ix) any act or omission of Landlord, its agents, servants, and employees, unless said act or omission shall constitute a willful breach of law; (xii) any act or omission of parties other than Landlord, its employees or agents.

ARTICLE XI
Condemnation

1101. Tenant hereby waives any injury, loss of damage or claim therefore against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Demised Premises or the air rights, Land or Building except Tenant reserves against the condemning authority Tenant's right to and claim for any damages for the interruption of Tenant's business, Tenant's moving expenses and for the taking of Tenant's personal property and/or fixtures. All awards by the condemning authority for the taking of air rights, Land or Building shall belong exclusively to the Landlord.

1102. In the event substantially all of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain, this Agreement shall terminate as of the date of the right to possession vests in the condemning authority and rent shall be apportioned as of the date. If only a part of the Demised Premises shall be so taken, and this Agreement is not terminated as hereinafter provided, the rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority.

1003. In the event any part of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Demised Premises are not suitable for Tenant's use, Tenant may, by written notice to Landlord given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

1004. In the event any part of the Building shall be taken as a result of the exercise of a power of eminent domain (whether or not the Demised Premises shall be affected) and the remainder of said Building shall not, in the opinion of Landlord, constitute and economically feasible operating unit, Landlord may, by written notice to Tenants given within sixty (60) days

after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

ARTICLE XII
Damage or Destruction

1201. If the Demised Premises are damaged by the elements, fire or other casualty not due to Tenant's negligence, Landlord shall repair the damage but the rent shall not be abated unless the Demised Premises are thereby rendered untenable in whole or in part. If the Demised Premises are rendered untenable only in part, the rental shall be abated in proportion to the part rendered untenable and if the Demised Premises shall be rendered wholly untenable, the entire rent shall be abated provided, however, in such event, Landlord shall have the right, if such untenable Demised Premises can not be restored within one hundred eighty (180) days from the date the damage was suffered, to terminate this Agreement as of the date of occurrence by written notice to Tenants within ten (10) days thereafter, and in such case the rent shall be adjusted as of the termination date and Landlord need not repair or restore.

1202. If the Building shall, in Landlord's opinion, be substantially damaged by the elements, fire or other casualty, Landlord shall have the right, by written notice to Tenants within ten (10) days after said occurrence, to terminate this Agreement (unless terminated pursuant to section 1201) and in such event this Agreement shall end as of the date of such notice and the rent shall be adjusted accordingly.

ARTICLE XIII
Subordination to Landlord's Document of Possession and Mortgage

1301. Tenant acknowledges that this Agreement and Tenant's rights hereunder are subject and subordinate to all agreements, deeds, leases, and titles, by and through which Landlord has possession of the Demised Premises and Building (hereinafter referred to as "Landlord's Documents of Possession") and to all mortgages, now or hereafter placed upon the Landlord's estate in the Land, Building and the Demised Premises.

1302. Landlord covenants and warrants that Landlord has the right to enter into this Agreement and that the rights granted hereunder to Tenant, and the exercise thereof in accordance with the provisions of this Agreement will not violate Landlord's Documents of Possession or constitute a default thereunder.

ARTICLE XIV
Alterations and Services by Tenants and Trade Fixtures

1401. Tenant shall not do any work in or about the Demised Premises or make any alterations or additions thereto without the prior written consent of Landlord. All such work to which Landlord consents shall be performed and installed at Tenant's sole cost and expense in accordance with plans and specifications to be supplied by Tenants, which plans and the contractors, subcontractors and all suppliers of labor and material shall in all instances first be subject to Landlord's approval. During the work, Tenant shall maintain such insurances as Landlord may require for the benefit of Landlord.

1402. No work or installation by Tenant at the Demised Premises shall be done except after the filing of waiver of the right to file any lien therefore (commonly known as a mechanic's and/or materialman's lien) with Landlord, so as to constitute an effective waiver by anyone having a right to file such a lien. If any such lien is filed as a result of work performed at the Demised Premises by Tenant's contractor or materialman, Tenant shall furnish a guarantee by Each of Tenant's prime contractors and materialmen for the benefit of Landlord, Tenant and such other parties as Landlord shall designate, that all work, materials and equipment will be in accordance with the plans and specifications and that they will promptly, upon notice, correct and repair at their own cost and expense any deficiency, defect, fault or imperfection of material, equipment or workmanship.

1403. Any alterations, improvements or additions made by Tenant shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the property of Landlord unless prior to the termination of this Agreement Landlord gives Tenants written notice to remove same in which event Tenant shall remove the same and restore the Demised Premises to the same good order and condition in which they were at the time of delivery of possession to Tenant, normal wear and tear excepted. Should Tenant fail to do this, Landlord may perform Tenant's obligation to do so and Tenant shall pay the costs and expense thereof to Landlord as additional rent upon demand.

1404. All trade fixtures installed by Tenant to the Demised Premises shall remain the property of Tenant and shall be removed on or before the Termination Date of this Agreement but may not be removed without Landlord's express written consent at any time when Tenants is in default under any provision of this Agreement. At Landlord's option, any trade fixtures not removed on or before the Termination Date shall either become Landlord's property or Landlord may remove and dispose of them and in such event, Tenant shall pay the cost and expense thereof to Landlord as additional rent upon demand. Tenant shall promptly restore the Demised Premises to the original order and condition upon removal of trade fixtures.

ARTICLE XV Rules and Regulations

1501. Rules and regulations dealing with the land, building and various Tenants thereof and additions, alterations or modifications of said rules and regulations may from time to time be made by landlord and shall be effective and part of this Agreement at the time notice thereof is given to Tenants.

1502. If Tenant disputes the reasonableness of any Rule or Regulation hereafter made by Landlord, the parties hereto shall submit the question of the reasonableness of such Rule or Regulation for decision to the National Association of Building Owners and Managers or to such impartial person or persons as they may designate, whose determination shall be final and conclusive upon the parties hereto. Tenant's right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived unless asserted by the service of a written notice upon Landlord within then (10) days after notice of the adoption of such additional Rule or Regulation. Pending resolution of such dispute, Tenants shall nevertheless comply with the Rule or Regulation in question as well as all others. Nothing in this Agreement contained shall be construed to impose upon Landlord any duty or obligation to enforce against any other Tenants Rules or Regulations or the terms, covenants or conditions in any other lease, and Landlord shall not be liable to Tenants for violation of the same by any other Tenants, its servants, employees,

agents, visitors or licensees. Wherever there is any conflict between the Rules and Regulations, and the other provisions of this Agreement, the latter shall govern.

ARTICLE XVI
Performance of Tenant's Covenants

1601. Except for the payments of rent, reserved herein which shall be payable when due, Tenants shall perform all agreements on its part to be performed and shall perform the same promptly upon receipt of written notice of nonperformance; if Tenants does not perform to Landlord's satisfaction within ten (10) business days, begin within such period and thereafter proceed to completion with due diligence), Landlord may, at Landlord's option, perform for Tenants and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises without liability to Tenants for any loss or damage resulting therefrom; and Tenants shall pay the cost and expense of such performance to Landlord as additional rent upon demand.

ARTICLE XVII
Notices

1701. That whenever notice is provided for in this Agreement, it shall be given in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, mailed by certified mail, return receipt requested, proper postage attached, to the party or parties to whom addressed at the address set forth on page 1 of this Agreement. Any party may change the address to which notice shall be delivered or mailed by notice duly given.

ARTICLE XVIII
Events of Default

1801. Each of the following shall constitute an event of default hereunder:

- A. Tenant discontinuing its business in the Demised Premises;
- B. The filing by or against Tenant of a petition for adjudication as a bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenant's property, an assignment by Tenant for the benefit of creditors, or the taking possession of Tenant's property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenants;
- C. Tenant failing to pay any sum herein required to be paid by Tenant when due;
- D. Tenant vacating or deserting the Demised Premises or permitting the same to be empty or unoccupied;
- E. Tenant removing, attempting to remove or manifesting an intention to remove Tenant's goods or property from the Demised Premises (except in the ordinary and usual course of business) without having first paid Landlord all the rent for the balance due of the lease term;
- F. Tenant failing to perform any other covenant or condition of this

Agreement within ten (10) days after written notice and demand, or, if the performance requires more than ten (10) days to complete, failing to begin performance within then (10) days and completing diligently thereafter; and

G. Tenant failing to take possession or execute an agreement as to substantial completion of the Demised Premises within ten (10) days after possession is tendered ready for occupancy.

Listing the above does not limit Landlord's action upon default where the causes or similar application exist.

ARTICLE XIX

Rights of Landlord Upon Default by Tenants

1901. In the event of the occurrence of an event of default hereunder, as provided for in Article XVIII, Landlord may, at Landlord's option:

A. Terminate this Agreement without notice to Tenant whereupon Tenant shall peacefully surrender the Demised Premises to Landlord, and Landlord may re-enter the Demised Premises and repossess them by force, summary proceedings, ejectment or otherwise, and may dispossess Tenants and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income therefrom. At any time after such expiration, Landlord may relet the Demised Premises or any part thereof in the name of Landlord, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such conditions as the Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part thereof or for any failure to collect any rent due upon any such reletting. No such expiration of this Agreement shall relieve Tenant of its liability and obligation under this Agreement, and such liability and obligations shall survive any such expiration, whether or not the Demised Premises or any part thereof shall have been relet, the Tenant shall pay to Landlord the rent and additional rent required to be paid by Tenants up to the time of such expiration, and thereafter, Tenant, until the end of what would have been the term of this Agreement in the absence of such expiration, shall be liable to Landlord for and shall pay to Landlord on the days on which the rent and additional rent would have been payable under this Agreement, if it were still in effect, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenants if this Agreement were still in effect less the net proceeds of any reletting effected as set out hereinabove, if any after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, commissions, reasonable legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.

B. Recover from the Tenant, on demand, whether or not the Landlord shall have collected any monthly deficiency, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term and the then fair and reasonable rental value of the Demised Premises for the same period. In the computation of such damages, the difference between any installment of the rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such

installment was payable shall be discounted to the date of termination at the rate of four (4%) percent per annum. If the Demised Premises or any part thereof, is relet by the Landlord for the unexpired term of this Agreement or any part thereof, before presentation of proof of such liquidation damages to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair reasonable rental value for the part or the whole of the premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings, in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

C. Exercise any and all other rights and/or remedies granted or allowed Landlord by any existing of future statute, act of assembly or any law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a Tenants who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such statute, act of assembly or other law of this state existing for the protection and benefits of Tenants.

D. Exercise any and all other rights and remedies contained in this Agreement including the rights and remedies provided by Sections 1902. and 1903.

1902. Tenant covenants and agrees that if the rent and/or any charges reserved in this Agreement as rent (including all accelerations of rent permissible under the provisions of this Agreement), shall remain unpaid five (5) days after the same is requirement to be paid, then and in that event, Landlord may cause judgment to be entered against Tenants, and for that purpose Tenants hereby authorizes and empowers Landlord or any Prothonotary, Clerk of Court, or Attorney of any Court of Record, to appear for and confess judgment against Tenants and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. for the recovery from Tenants of all rent hereunder (including all accelerations of rent permissible under the provisions of this Agreement) and/or for all charges reserved as rent, as well as for interest and costs and reasonable attorney's commissions, for which authorization to confess judgment, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Tenants for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this Agreement) and/or charges reserved hereunder as rent, as well as for interest and costs, together with an attorney's commission of five (5%) of the full amount of Landlord's claim against Tenants, but not to be less than \$500. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforescribed sums after they become due as herein provided as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of the Agreement.

1903. Tenant covenants and agrees that if this Agreement shall be terminated (either because of condition broken during the term of this Agreement of any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Landlord may cause judgment in Ejectment to be entered against Tenant for possession of the Demised Premises, and for that purpose Tenant hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court Record, to appear for Tenants and confess judgment against Tenants in ejectment or possession of the Demised

Premises and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2970, et sq. for the entry of an order in Ejectment for the possession of real property, and Tenants further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of the writ or writs possession pursuant thereto, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Tenants further covenants and agrees that if for any reason whatsoever, after said action shall have commenced, the action shall be terminated and possession of the Demised Premises hereunder shall remain in or be restored to Tenant, Landlord shall have the right, upon any subsequent default or defaults, or upon the termination of this Agreement as set forth above, to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the Demised Premises.

1904. In any procedure or action to enter Judgment by Confession for Money pursuant to Section 1902 hereof, or to enter Judgment by Confession in Ejectment for possession of real property pursuant to Section 1903 hereof, if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Landlord to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this Agreement (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice the contrary notwithstanding.

1905. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in the Agreement, and all liability therefore. Tenant further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the Demised Premises either at the end of the term or sooner termination of this Agreement, or for non-payment of rent or for any other reason, Tenants specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days notice shall be sufficient in either or any such case.

1906. The right to enter judgment against the Tenants by confession and to enforce all of the other provisions of this Agreement herein provided for may at the option of any assignee of this Agreement, be exercised by any assignee of the Landlord's right, title and interest in this Agreement in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

1907. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or in equity shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenants for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein provided for the recovery of rent be constructed as a waiver of the right to obtain possession of the Demised Premises.

ARTICLE XX
Custom and Usage

2001. Landlord shall have the right at all times to enforce the covenants and conditions of this Agreement in strict accordance with the terms hereof despite any conduct or custom on the part of the Landlord in refraining from doing so at any time or times, and despite any contrary law, usage or custom or any failure by Landlord to enforce its rights at any time or times.

ARTICLE XXI
Scope and Interpretation of Agreement

2101. The Agreement is the only agreement between the parties hereto pertaining to the Demised Premises, and all negotiations and oral agreements acceptable to the parties are included herein. The laws of Commonwealth of Pennsylvania Shall govern the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXII
Captions

2201. Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXIII
Severability

2301. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

ARTICLE XXIV
Parties, Successors, Assigns

2401. The term "Tenant" shall refer to each and every person or party mentioned as a Tenants herein, be the same one or more. If there shall be more than one Tenants, they shall be bound jointly and severally by all the terms, covenants and conditions of this Agreement and any notice required or permitted by the terms of this agreement may be given by or to anyone thereof and shall have the same force and effect as if given by or to all.

2602. The term "Landlord" as used in this Agreement shall refer only to the owner for the time being of Landlord's part. The Landlord shall be and is hereby relieved of all covenants obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part and it shall be construed without further agreement to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the Building of which it is a part. The provisions of this Article XXIV shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under this Agreement shall be and is hereby limited to Landlord's interest in the Demised Premises and the Building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord

may have to Tenant or to any other person by reason of this Agreement the execution thereof, or the acquisition of Landlord's interest.

2403. Subject to the provisions of Section 2402 hereof, all rights, obligations and liabilities hereupon given to or imposed upon respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-Tenants ad assigns of said parties.

ARTICLE XXV
ADDITIONAL PROVISIONS

2501. It is further agreed between the parties of this Agreement: Exhibits "A" through "C" are part of this Agreement and are attached hereto.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the day and year first above written.

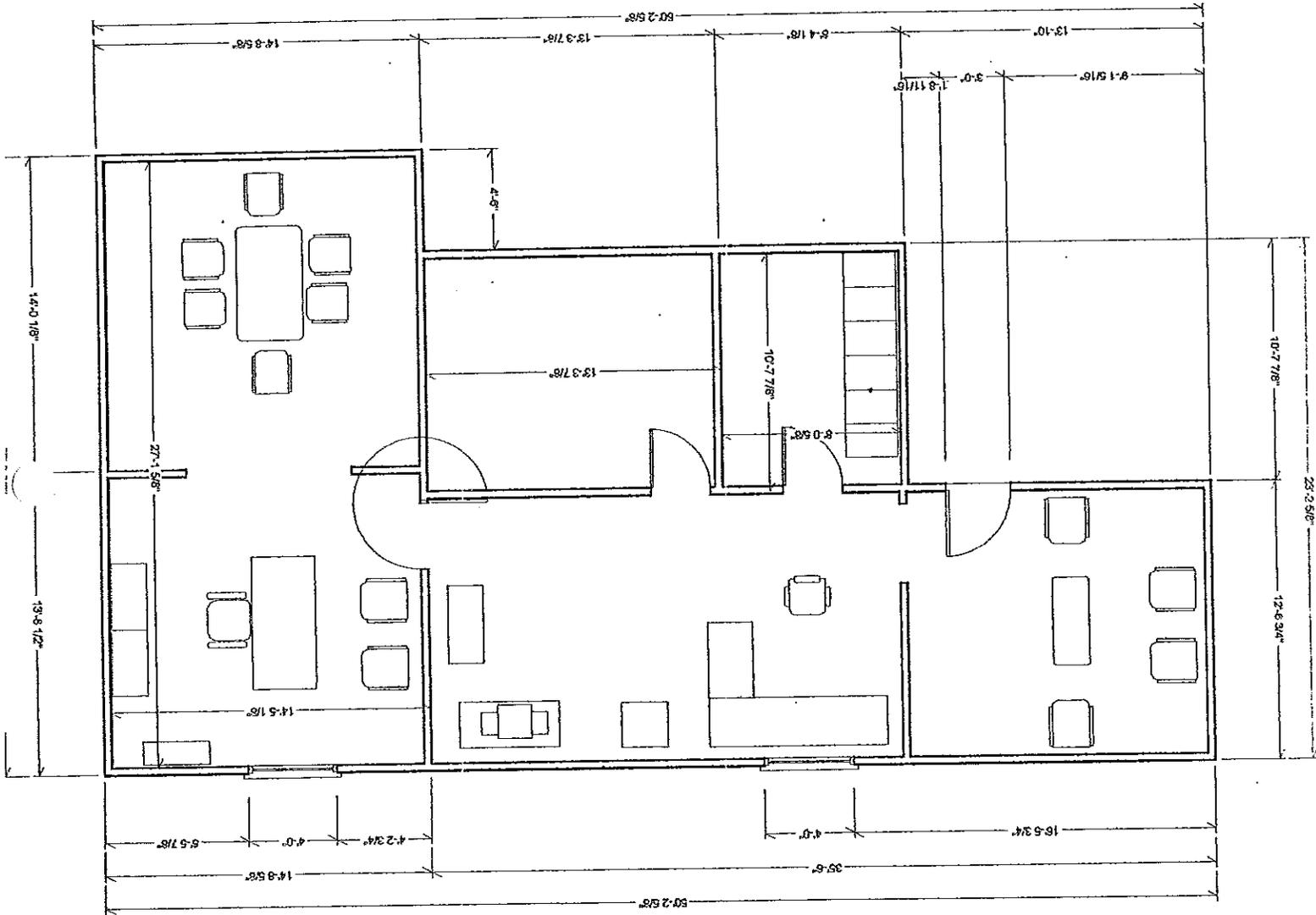
LANDLORD:

BY: _____
Dennis G. Rhoads

BY: _____
Susan K. Rhoads

TENANT:
BY: _____
Ralli Holden Sirak

Exhibit "A"



Permits, replacing damaged ceiling tiles, carpeting, painting and electrical work to be completed by Landlord, except for track lighting, to be supplied by Tenant.

EXHIBIT "B"

Part I: Work to be performed by Landlord.

Landlord to provide all work as necessary to bring Demised Premises to the finished diagram as Exhibit "A" attached. Tenant agrees to pay a portion of the fit-out costs as follows:

\$3,000.00 upon execution of this Lease Agreement

\$ 115.00 each month, beginning 1/1/07 for 30 consecutive months

EXHIBIT "C"

To Lease Agreement

Dated

By and Between Dennis G. and Susan K. Rhoads ("Landlord")
And Ralli Holden Sirak ("Tenant")

Lease Year	Rental Rate Per Square Foot (1043.25 sq. ft. total)
1	\$9.75 1/10/07
2	\$10.04 1/10/08
3	\$10.34 1/10/09
4	\$10.65 1/10/10
5	\$10.97 1/10/11

1st Renewal Period:

Each year of the renewal term, rental rate will increase 3% per year.

AMENDMENT TO LEASE AGREEMENT

DATED SEPT 13, 2001

THIS AMENDMENT TO THE LEASE AGREEMENT DATED DECEMBER 13, 2006 BY AND BETWEEN DENNIS G. & SUSAN K. RHOADS ("LESSOR") OF P.O. BOX 4579, 3933 PERKIOMEN AVENUE, READING, PA 19606

AND

RALLI HOLDEN SIRAK OF SUITE 106, 3933 PERKIOMEN AVENUE, READING, PA 19606

WHEREAS ON DECEMBER 130, 2006 THE LESSOR AND THE LESSEE ENTERED INTO A LEASE AGREEMENT FOR 1,043.25 SQUARE FEET OF OFFICE SPACE AT 3933 PERKIOMEN AVENUE, READING, PA 19606

WHEREAS, THE LESSOR AND LESSEE HAVE AGREED TO EXTEND THE TERM OF SAID LEASE FOR A PERIOD OF FIVE (5) YEARS, BEGINNING ON JANUARY 1, 2012 AND ENDING ON DECEMBER 31, 2016

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, THE LESSOR AND LESSEE DO HEREBY EXTEND SAID LEASE FOR SAID FIVE (5) YEAR TERM BY EXECUTING THIS AMENDMENT TO SAID LEASE.

IT IS ALSO AGREED THAT ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS CONTAINED IN THE LEASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND ARE HEREBY REAFFIRMED AND RATIFIED IN THEIR ENTIRETY.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE EXECUTED THIS AMENDMENT TO LEASE AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Erick M. Becker
WITNESS

Ralli Holden Sirak
RALLI HOLDEN SIRAK

Larry E. Loger
WITNESS

Dennis G. Rhoads
DENNIS G. RHOADS

Susan K. Rhoads
SUSAN K. RHOADS

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 10th day of AUGUST, 2006, by and between Dennis G. & Susan K. Rhoads, having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.
(hereinafter referred to as "Landlord");

AND

First Acceptance Insurance Company, Inc., d/b/a Acceptance Insurance, having a mailing address for the purposes of this Agreement until notice duly given of 3813 Green Hills Village Drive, Nashville, TN 37215 (hereinafter referred to as "Tenants").

WITNESSETH:

ARTICLE I Demised Premises

101. Landlord hereby leases to Tenants and Tenants hereby leases from Landlord Suite _____, containing 909.50 square feet, more or less, of rental floor area substantially as shown on Exhibit "A" as Suite 105, attached hereto and incorporated herein by this reference thereto (hereinafter referred to as the "Demised Premises") in Building 3933 Perkiomen Avenue, Reading, PA hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate Berks County, Pennsylvania, and being the same Land described in Berks County Records in Deed Book Volume, page 4198 and page 263.

102. The Demised Premises are in an office-retail building. In the Demised Premises Landlord shall install the items and perform the work prescribed in Exhibit "B" attached hereto and incorporated herein by this reference thereto, if any. Any other work to be done therein shall be performed by Tenants at Tenant's expense and in accordance with Article XIV hereof.

ARTICLE II Use

201. Tenants shall use and occupy the Demised Premises for the following purpose only: insurance office

ARTICLE III Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 1st day of July, 2006, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 30th day of June, 2009, (hereinafter referred to as the "Expiration Date").

A. Tenants shall have the right to enter the Demised Premises, for the purpose of inspection, prior to the Commencement Date. Upon execution of this Agreement, Tenants shall be permitted to perform and do such work improvement additions as provided in accordance with the provisions of Exhibit "B", provided Tenants comply with all other terms of this Agreement.

302. Notwithstanding the Commencement and Expiration Dates set forth above, if the Demised Premises is not ready for occupancy on the Commencement Date set forth above, the Commencement Date of the term of this Agreement shall be the date Tenants is tendered delivery of possession of the Demised Premises ready for occupancy in accordance with Section 303 hereof or the date Tenants takes possession of the Demised Premises, whichever date is earlier. If the Commencement Date is not the first day of the month, the term of this Agreement shall expire at midnight on the last day of the calendar month in which the 36th anniversary of the Commencement Date occurs; rental from the Commencement Date through the last day of the month in which the Commencement Date occurs shall be appointed at the annual rate based on a 360 day year. As soon as determined, the parties hereto shall confirm in writing the Commencement and Expiration Dates and that the Agreement is in effect and that Tenants is in occupancy.

ARTICLE IV Rent

401. Tenants shall pay to the Landlord the annual minimum rent as shown on Exhibit "C", attached hereto and incorporated herein by this reference thereto in equal monthly installments in advance, each on the first day of each calendar month, hereof, except the first monthly installment shall be paid upon execution of this agreement.

402. In the event Tenants has performed all of the terms, covenants and conditions of this Agreement which are required of it, then and in that event, Tenants is hereby granted an option to extend this Agreement for the term shown on Exhibit "C", attached hereto beginning immediately upon the expiration of the initial term as defined in section 301 hereof during which extension period the annual rental shall be at the rates set forth in said Exhibit "C". The option provided for above shall be exercised by Tenants notifying Landlord in writing at least six (6) months before the expiration of the original term of this Agreement of its intention to exercise such option. If the option is not exercised as herein provided for, then the option shall be deemed waived and this Agreement shall terminate accordingly. If said option is exercised, all of the terms, conditions and covenants of this Lease Agreement shall continue in full force and effect and be binding upon the parties for the extended period except that the annual rental for the extension period shall be as set forth in Exhibit "C", attached hereto.

403. Any payment by Tenants or acceptance by Landlord of a lesser amount than shall be due shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenants.

404. As security for Tenant's faithful performance of all Tenant's obligations under this Agreement and for Tenants' payment of any damages to which Landlord may be entitled, Landlord hereby acknowledges Tenants have deposited with Landlord the sum of one (1) months rent, Eight Hundred Fifty-Two and 66/100 Dollars (\$852.66), to be returned thirty (30) days after the Tenants vacates the premises, provided the Demised Premises are undamaged. Said security deposit is to be held in an interest bearing account with interest accruing to benefit of Tenants.

405. In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state or federal, is required to be paid due to the execution hereof, the cost thereof shall be borne by Tenants.

406. All sums payable hereunder by Tenants, or which are the expense of Tenants under this Lease Agreement are deemed and considered to be rent, and if not paid, Landlord shall have all the rights and remedies provided for herein and by law or equity for the nonpayment of rent.

407. All rent and all sums payable hereunder by Tenants to Landlord shall be payable without notice on demand in then legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V
Landlord's Services

501. As long as Tenants is not in default under any of the provisions of this Agreement, Landlord shall:

A. Furnish to Tenants and maintain and repair equipment for heating, ventilating and air conditioning servicing the Demised Premises (including air filters in said HVAC at change in seasons), except that any maintenance or repair to the same caused by Tenants negligence or acts of omission shall be paid for exclusively by Tenants;

B. Clean the common areas of the Building, provided the same are kept in order by Tenants;

C. Furnish a directory of the names of the Tenants and their building reference;

D. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;

E. Remove or cause to be removed, refuse, and rubbish from the common area designated by Landlord; but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenants shall on demand, pay the additional cost to Landlord;

F. Pay all real estate taxes assessed against the Project, Land and Building;

G. Maintain the Building and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

H. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenants and Tenant's employees, employees sublessees and invitees;

505. Without liability or responsibility to Tenants and without diminution of, or

deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenants under this Agreement, when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's control.

ARTICLE VI
Miscellaneous Covenants of Tenants

601. Tenants shall:

A. Pay the rent and all sums due under this Agreement without notice or demand on the day and times and at the places that the same are payable and without abatement, deduction or set off;

B. Pay the Landlord in addition to the minimum rental provided for in Section 401 hereof, an annual Common Area Maintenance ("CAM") Fee in an amount of not less than \$1.25 per rentable square foot of the Demised Premises for Tenant's pro-rata share of the items and services provided for in section 501. The CAM Fee shall be a minimum of One Thousand One Hundred Thirty-Six Dollars and Eighty-Eight Cents (\$1,136.88) annually or Ninety-Four Dollars and Seventy-Four Cents (\$94.74) monthly, payable in monthly installments, simultaneously with the rent and subject to Section 403. Landlord may revise the CAM fee based upon the operating expenses of the prior year, revisions to said CAM fee to be made within sixty (60) days of the close of Landlord's fiscal year which ends on December 31st. Tenants shall have the right to review any increases in the CAM fee upon written request to the Landlord;

C. Keep the Demised Premises in good order and repair, reasonable wear and tear and damage by any casualty not occurring through an act of negligence of Tenants or Tenant's agents, employees, sublessees or invitees excepted, and on demand pay Landlord, as additional rent, the cost of repair or restoration of the Demised Premises or the Building or any part thereof if damaged in whole or in part by the negligence of Tenants, Tenant's agents, employees, sublessees or invitees;

D. Peaceably deliver up and surrender possession of the Demised Premises at the expiration or sooner termination of this Agreement, in the same condition in which Tenants has agreed to keep the same during the continuance of this Agreement, broom clean, and at such time without demand or delay deliver to Landlord keys for Demised Premises, and upon failure to deliver possession as aforesaid to pay to Landlord, at Landlord's option, an amount as liquidated damages which shall be computed by applying, for the period Tenants remains in possession thereafter, twice the highest rental rate under this Agreement;

E. Keep the Demised Premises in a clean and orderly manner, paying for the cleaning services for the Demised Premises; said cleaning services shall be performed in a manner satisfactory to Landlord and only by persons approved by Landlord;

F. Promptly correct any violation and comply with all laws, ordinances, notices, permits, or statements or occupancy, requirements, order, regulations and recommendations, now or hereafter in effect and of whatever nature, if any, and all the Federal, State, County, Municipal and/or other authorities and of the Board of Fire Underwriters and any

insurance organizations or associations and/or companies, with respect to Tenant's conduct or use of the Demised Premises, and on demand, pay to Landlord, as additional rent, any and all increase in premiums on insurance (hazard and liability) now or hereafter carried by Landlord on the Demised Premises, Land and/or Building, which increases are caused in any way by the occupancy of Tenants or by breach of any of the provisions of this agreement;

G. Not store hazardous or explosive materials, on the Demised Premises nor produce perceptible offensive odors, excessive noise or physical vibrations;

H. Use every reasonable precaution against fire or other casualty;

I. Give Landlord prompt written notice of any accident, fire, casualty or damage occurring on or to the Demised Premises, and of any defects in the apparatus in the Demised Premises; and

J. Cause all occupants of the Demised Premises to conduct themselves in such a manner as shall not be deemed improper or objectionable by Landlord.

602. Without the express written consent and approval of Landlord, Tenants, its agents, employees, subcontractors or invitees or (when permitted) its assignees or sub-Tenants shall not do any of the following:

A. Occupy the Demised Premises in any manner or for any purpose except as permitted in this Agreement or agreed to in writing by Landlord.

B. Assign, mortgage or pledge this Agreement or underlet or sublet the Demised Premises or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

C. Make any alterations, improvements or additions to the Demised Premises;

D. Do or suffer to be done any act, matter or thing objectionable to insurance companies or in violation of the provisions of any insurance policies or whereby the said insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or on the Land and Building shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the execution hereof or at the time Tenants takes possession of the Demised Premises;

E. Remove, attempt to remove or manifest, in the reasonable opinion of Landlord, an intention to remove Tenant's goods or property from or out of the Demised Premises other than in the ordinary course of business, without having first paid Landlord all rent which may become due during the entire term of this Agreement;

F. Vacate or desert the Demised Premises during any term of this Agreement or permit the same to be empty or unoccupied;

G. Obstruct any sidewalks, halls, passageways, or stairways in said Building or Land or any other part thereof used in common with Landlord, the various Tenants and their

invitees (hereinafter called "common areas") or use the same for any purpose other than egress and ingress to and from the Demised Premises;

H. Use or permit any of the toilet rooms, water closets, sinks or other apparatus or systems to be used for any purpose other than for which constructed or permit any sweepings, rubbish, rags, ashes, chemicals or refuse or other unsuitable substances to be thrown or placed therein;

I. Place or allow to be placed any items on the outside of the Building, on the windows, windowsills or projections thereof, that could be visible from outside the Buildings;

J. Use or operate any machinery that, in Landlord's opinion, is harmful to the Land or Building or disturbing to Tenants occupying other parts thereof;

K. Place any weights in any portion of the Building beyond the safe carrying capacity of the structure;

L. Permit any odor, noise, sound or vibration which may, in Landlord's judgment, in any way tend to impair the use of any part of the Land or Building or interfere with the business or occupancy of any other Tenants, or make or permit any disturbance of any kind in the Building, or interfere in any way with other Tenants or those having business in the Building, or allow any occupant of the Demised Premises to conduct himself in a manner which Landlord in its sole opinion may deem improper or objectionable;

M. Keep upon or attach to the Demised Premises any goods or chattels which are the subject of a security agreement or other secured transaction, or use or keep upon or attach to the Demised Premises any goods, property or chattels unless owned by Tenants, or unless leased by Tenants without being exempt from levy for rent and other charges herein reserved or collectible as rent;

N. Cover or obstruct any of the floors, walls, partitions, skylights, windows, doors, or transoms, which reflect or admit light into any common areas;

O. Inscribe, paint or affix or permit to be inscribed, painted or affixed by anyone any sign, advertisement or notice on any part of the Building, inside or out without prior written consent of Landlord;

P. Bring in or remove from the Building any heavy or bulky object except by experienced movers or riggers approved in writing by Landlord, and only after notice, to, and approval by Landlord of the weight and size of the object and of the time, method and manner of bringing in or removing the same, or receive or remove from the Building any furniture or freight except as and during the hours designated by Landlord;

Q. Use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to, ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum, or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind;

R. Enter upon the roof of the Building;

S. Use electricity in the Demised Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises, or add to or alter the electrical system servicing the Demised Premises or connect thereto any additional fixtures, appliances or equipment other than lamps, typewriters and similar small office machines;

T. Use any part of the Demised Premises as sleeping rooms or apartments;

U. Use or occupy the Demised Premises or permit or suffer the same to be used or occupied in violation of the use regulation permit or statement of occupancy issued for said Building or in violation of any statute, ordinance or any requirement of any public authority, and the use permitted by this Agreement shall not be deemed a representation or guarantee by Landlord that such use is lawful or permitted under any permit or statement of occupancy, or otherwise;

V. Attach any awnings, antennae or other projection to the roof or outside walls of the Demised Premises or Building;

W. Execute or deliver any financing or security agreement or statement that would be lien upon the Demised Premises or the Land or the Building;

X. Place or operate, or permit to be placed or operated, any vending machines in the Demised Premises;

Y. Erect, make or maintain on or attach or affix to, any part of the Demised Premises or Building including the windows and doors, any sign, picture, television viewer or projection, or other representation or advertisement or notice of any kind, which is visible from any location outside of the Building or visible from the Lobby of the Building, and no loud speaker system or any other form of sound or audio transmission system or apparatus shall be used in or at the Demised Premises or Building by Tenants, any sub-Tenants, or their respective agents or employees, for advertising, promotional purposes or any other purpose without prior written consent of Landlord; and

Z. If Tenants is a corporation to liquidate or dissolve itself.

ARTICLE VII RIGHTS OF LANDLORD

701. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or time and from time to time) in or about the Demised Premises and the Land or building:

A. Make rules and regulations as in its reasonable judgment are necessary for the safety, care and cleanliness of, and good order in the Demised Premises, Tenants, shall be a part of this lease, unless found unreasonable under Article XV hereof;

B. Discontinue any facility or service not expressly covenanted for herein, as they constitute no part of the consideration for this Agreement;

C. Control and prevent access to any part of the Building or land by all persons whose presence in the judgment of Landlord, or Landlord's employee, will be

prejudicial to the safety, character, reputation or interest of the Building or its representative Tenants;

D. Prevent access to the Building by any person during any invasion, mob, riot, public excitement or other commotion by closing the doors or otherwise;

E. During other than business hours, refuse access to the building to any person unless such person seeking admission (i) is properly identified and (ii) produces a key to the Demised Premises;

F. Prescribe the hours and the method and manner in which any merchandise, furniture or heavy or bulky object shall be brought in or taken out of the Building and limit and prescribe the weight, size and proper position thereof;

G. Install, place upon or affix to the roof or exterior walls of the Demised Premises and/or the Building, equipment, signs, displays, antenna and any other object or structure provided it does not interfere with Tenant's occupancy;

H. Make alterations or additions to the Building;

I. Change the arrangement and/or location, or regulate the use, of all entrances, passageways, doorways, corridors and any other common areas in the Land or Building, whether or not connecting with any street, sidewalk, transportation facility, concourse, or any other building, and of all stairs, toilets, and public conveniences which are not within the Demises Premises;

J. To change the name of the building without incurring any obligation to Tenants;
and

K. Enter and go upon the Demised Premises and every part thereof by itself or its duly authorized agents, by a master key or by forcible entry without rendering Landlord or its agents liable or subject to any action or prosecution therefore and without affecting the obligations of Tenants under this Agreement, for the purpose of doing any of the following things:

i) Inspect the Demised Premises and every part thereof and made decorations, repairs, alterations and additions thereto and to the Building and run wires, utility systems or appurtenances thereto and take material as required into and upon the Demised Premises, all as Landlord shall deem necessary for the safety, improvement, preservation or restoration of the building, or the Demised Premises, or for the safety or convenience of the present or future occupants thereof;

ii) Exhibit the Demised Premises to prospective Tenants or Purchasers and anyone else having an interest or prospective interest therein;

iii) Render any service to the Building or any Tenants or occupant, or exercise any of the Landlord's right; and

iv) Take possession and alter, renovate and redecorate at any time

within one month prior to the expiration of this Agreement if Tenants has removed all or substantially all of Tenant's property.

ARTICLE VIII
Covenant of Quiet Enjoyment

801. Landlord warrants that:

A. Landlord has the power and authority to enter into this Agreement; and

B. Tenants shall quietly enjoy the Demised Premises without hindrance by Landlord or anyone claiming under Landlord, subject however to all the provisions of this Agreement and the instruments referred to in the Article XIII.

ARTICLE IX
Insurance And Indemnification

901. Tenants agrees to indemnify and save Landlord harmless from any and all liability, claims, damages, losses, litigations, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of the use and occupancy of the Demised Premises by Tenants; or

B. Tenant's failure to perform its obligations under this Agreement.

902. Tenants shall maintain and pay for sufficient public liability insurance to cover such indemnification with companies acceptable to Landlord, naming Landlord and Tenants as the insured, with minimum limits of \$ 3,000,000 per occurrence for bodily injury or death, and \$100,000 for property damage. Tenants shall deposit such insurance policy or policies or certificates of such insurance with Landlord with endorsements thereto indicating that:

A. The policy will not be cancelled without at least thirty (30) days' prior written notice to Landlord; and

B. No act or omission of Tenants will invalidate the interest of Landlord under said insurances.

903. Landlord and Tenants hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the property covered by any insurance than in force even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies or insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder. Landlord and Tenants shall each have such clause in its fire and extended coverage insurance policies, if available, without charge, and if there be a charge, shall notify the other party and in such event, shall have the clause if the other party agrees to pay such extra charge.

ARTICLE X
Waiver of Claims

1001. Landlord and Landlord's agent, servants and employees shall not be liable for, and Tenants hereby releases Landlord and Landlord's agents, servants and employees from all claims for injury or damage to person or loss of or damage to property (including any disappearance or theft of property and any loss or interruption of business) sustained by Tenants, any person claiming through Tenants, or sustained by any other person, resulting from any fire, accident, occurrence or condition in or upon the Demised Premises, Land, Building, streets, sidewalks, or other areas abutting or adjacent to said Land or Building, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon or about the Land, Building or Demised Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such Building or Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (xi) any act or omission of Landlord, it agents, servants, and employees, unless said act or omission shall constitute a willful breach of law; (xii) any act or omission of parties other than Landlord, its employees or agents.

ARTICLE XI
Condemnation

1101. Tenants hereby waives any injury, loss of damage or claim therefore against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Demised Premises or the air rights, Land or Building except Tenants reserves against the condemning authority Tenant's right to and claim for any damages for the interruption of Tenant's business, Tenant's moving expenses and for the taking of Tenant's personal property and/or fixtures. All awards by the condemning authority for the taking of air rights, Land or Building shall belong exclusively to the Landlord.

1102. In the event substantially all of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain, this Agreement shall terminate as of the date of the right to possession vests in the condemning authority and rent shall be apportioned as of the date. If only a part of the Demised Premises shall be so taken, and this Agreement is not terminated as hereinafter provided, the rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority.

1003. In the event any part of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Demised Premises are not suitable for Tenant's use, Tenants may, by written notice to Landlord given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

1004. In the event any part of the Building shall be taken as a result of the exercise of a power of eminent domain (whether or not the Demised Premises shall be affected) and the remainder of said Building shall not, in the opinion of Landlord, constitute and economically

feasible operating unit, Landlord may, by written notice to Tenants given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

ARTICLE XII
Damage or Destruction

1201. If the Demised Premises are damaged by the elements, fire or other casualty not due to Tenant's negligence, Landlord shall repair the damage but the rent shall not be abated unless the Demised Premises are thereby rendered untenable in whole or in part. If the Demised Premises are rendered untenable only in part, the rental shall be abated in proportion to the part rendered untenable and if the Demised Premises shall be rendered wholly untenable, the entire rent shall be abated provided, however, in such event, Landlord shall have the right, if such untenable Demised Premises can not be restored within one hundred eighty (180) days from the date the damage was suffered, to terminate this Agreement as of the date of occurrence by written notice to Tenants within ten (10) days thereafter, and in such case the rent shall be adjusted as of the termination date and Landlord need not repair or restore.

1202. If the Building shall, in Landlord's opinion, be substantially damaged by the elements, fire or other casualty, Landlord shall have the right, by written notice to Tenants within ten (10) days after said occurrence, to terminate this Agreement (unless terminated pursuant to section 1201) and in such event this Agreement shall end as of the date of such notice and the rent shall be adjusted accordingly.

ARTICLE XIII
Subordination to Landlord's Document of Possession and Mortgage

1301. Tenants acknowledges that this Agreement and Tenant's rights hereunder are subject and subordinate to all agreements, deeds, leases, and titles, by and through which Landlord has possession of the Demised Premises and Building (hereinafter referred to as "Landlord's Documents of Possession") and to all mortgages, now or hereafter placed upon the Landlord's estate in the Land, Building and the Demised Premises.

1302. Landlord covenants and warrants that Landlord has the right to enter into this Agreement and that the rights granted hereunder to Tenants, and the exercise thereof in accordance with the provisions of this Agreement will not violate Landlord's Documents of Possession or constitute a default thereunder.

ARTICLE XIV
Alterations and Services by Tenants and Trade Fixtures

1401. Tenants shall not do any work in or about the Demised Premises or make any alterations or additions thereto without the prior written consent of Landlord. All such work to which Landlord consents shall be performed and installed at Tenant's sole cost and expense in accordance with plans and specifications to be supplied by Tenants, which plans and the contractors, subcontractors and all suppliers of labor and material shall in all instances first be

subject to Landlord's approval. During the work, Tenants shall maintain such insurances as Landlord may require for the benefit of Landlord.

1402. No work or installation by Tenants at the Demised Premises shall be done except after the filing of waiver of the right to file any lien therefore (commonly known as a mechanic's and/or materialman's lien) with Landlord, so as to constitute an effective waiver by anyone having a right to file such a lien. If any such lien is filed as a result of work performed at the Demised Premises by Tenant's contractor or materialman, Tenants shall furnish a guarantee by Each of Tenant's prime contractors and materialmen for the benefit of Landlord, Tenants and such other parties as Landlord shall designate, that all work, materials and equipment will be in accordance with the plans and specifications and that they will promptly, upon notice, correct and repair at their own cost and expense any deficiency, defect, fault or imperfection of material, equipment or workmanship.

1403. Any alterations, improvements or additions made by Tenants shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the property of Landlord unless prior to the termination of this Agreement Landlord gives Tenants written notice to remove same in which event Tenants shall remove the same and restore the Demised Premises to the same good order and condition in which they were at the time of delivery of possession to Tenants, normal wear and tear excepted. Should Tenants fail to do this, Landlord may perform Tenants obligation to do so and Tenants shall pay the costs and expense thereof to Landlord as additional rent upon demand.

1404. All trade fixtures installed by Tenants to the Demised Premises shall remain the property of Tenants and shall be removed on or before the Termination Date of this Agreement but may not be removed without Landlord's express written consent at any time when Tenants is in default under any provision of this Agreement. At Landlord's option, any trade fixtures not removed on or before the Termination Date shall either become Landlord's property or Landlord may remove and dispose of them and in such event, Tenants shall pay the cost and expense thereof to Landlord as additional rent upon demand. Tenants shall promptly restore the Demised Premises to the original order and condition upon removal of trade fixtures.

ARTICLE XV Rules and Regulations

1501. Rules and regulations dealing with the land, building and various Tenants thereof and additions, alterations or modifications of said rules and regulations may from time to time be made by landlord and shall be effective and part of this Agreement at the time notice thereof is given to Tenants.

1502. If Tenants disputes the reasonableness of any Rule or Regulation hereafter made by Landlord, the parties hereto shall submit the question of the reasonableness of such Rule or Regulation for decision to the National Association of Building Owners and Managers or to such impartial person or persons as they may designate, whose determination shall be final and conclusive upon the parties hereto. Tenant's right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived unless asserted by the service of a written notice upon Landlord within then (10) days after notice of the adoption of such additional Rule or Regulation. Pending resolution of such dispute, Tenants shall nevertheless comply with the Rule or Regulation in question as well as all others. Nothing in this Agreement contained shall be construed to impose upon Landlord any duty or obligation to enforce against any other Tenants

Rules or Regulations or the terms, covenants or conditions in any other lease, and Landlord shall not be liable to Tenants for violation of the same by any other Tenants, its servants, employees, agents, visitors or licensees. Wherever there is any conflict between the Rules and Regulations, and the other provisions of this Agreement, the latter shall govern.

ARTICLE XVI
Performance of Tenant's Covenants

1601. Except for the payments of rent, reserved herein which shall be payable when due, Tenants shall perform all agreements on its part to be performed and shall perform the same promptly upon receipt of written notice of nonperformance; if Tenants does not perform to Landlord's satisfaction within ten (10) business days, begin within such period and thereafter proceed to completion with due diligence), Landlord may, at Landlord's option, perform for Tenants and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises without liability to Tenants for any loss or damage resulting therefrom; and Tenants shall pay the cost and expense of such performance to Landlord as additional rent upon demand.

ARTICLE XVII
Notices

1701. That whenever notice is provided for in this Agreement, it shall be given in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, mailed by certified mail, return receipt requested, proper postage attached, to the party or parties to whom addressed at the address set forth on page 1 of this Agreement. Any party may change the address to which notice shall be delivered or mailed by notice duly given.

ARTICLE XVIII
Events of Default

1801. Each of the following shall constitute an event of default hereunder:

- A. Tenants discontinuing its business in the Demised Premises;
- B. The filing by or against Tenants of a petition for adjudication as a bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenant's property, an assignment by Tenants for the benefit of creditors, or the taking possession of Tenant's property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenants;
- C. Tenants failing to pay any sum herein required to be paid by Tenants when due;
- D. Tenants vacating or deserting the Demised Premises or permitting the same to be empty or unoccupied;
- E. Tenants removing, attempting to remove or manifesting an intention to remove Tenant's goods or property from the Demised Premises (except in the ordinary and usual course of business) without having first paid Landlord all the rent for the balance due of the lease term;

F. Tenants failing to perform any other covenant or condition of this Agreement within ten (10) days after written notice and demand, or, if the performance requires more than ten (10) days to complete, failing to begin performance within then (10) days and completing diligently thereafter; and

G. Tenants failing to take possession or execute an agreement as to substantial completion of the Demised Premises within ten (10) days after possession is tendered ready for occupancy.

Listing the above does not limit Landlord's action upon default where the causes or similar application exist.

ARTICLE XIX

Rights of Landlord Upon Default by Tenants

1901. In the event of the occurrence of an event of default hereunder, as provided for in Article XVIII, Landlord may, at Landlord's option:

A. Terminate this Agreement with notice to Tenants whereupon Tenants shall peacefully surrender the Demised Premises to Landlord, and Landlord may re-enter the Demised Premises and repossess them by force, summary proceedings, ejectment or otherwise, and may dispossess Tenants and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income therefrom. At any time after such expiration, Landlord may relet the Demised Premises or any part thereof in the name of Landlord, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such conditions as the Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part therefore or for any failure to collect any rent due upon any such reletting. No such expiration of this Agreement shall relieve Tenants of its liability and obligation under this Agreement, and such liability and obligations shall survive any such expiration, whether or not the Demised Premises or any part thereof shall have been relet, the Tenants shall pay to Landlord the rent and additional rent required to be paid by Tenants up to the time of such expiration, and thereafter, Tenants, until the end of what would have been the term of this Agreement in the absence of such expiration, shall be liable to Landlord for and shall pay to Landlord on the days on which the rent and additional rent would have been payable under this Agreement, if it were still in effect, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenants if this Agreement were still in effect less the net proceeds of any reletting effected as set out hereinabove, if any after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, commissions, reasonable legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.

B. Recover from the Tenants, on demand, whether or not the Landlord shall have collected any monthly deficiency, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term and the then fair and reasonable rental value of the Demised Premises for the same period. In the computation of such damages, the difference

between any installment of the rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four (4%) percent per annum. If the Demised Premises or any part thereof, is relet by the Landlord for the unexpired term of this Agreement or any part thereof, before presentation of proof of such liquidation damages to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair reasonable rental value for the part or the whole of the premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings, in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

C. Exercise any and all other rights and/or remedies granted or allowed Landlord by any existing or future statute, act of assembly or any law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a Tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such statute, act of assembly or other law of this state existing for the protection and benefits of Tenants.

D. Exercise any and all other rights and remedies contained in this Agreement including the rights and remedies provided by Sections 1902. and 1903.

1902. Tenants covenant and agree that if the rent and/or any charges reserved in this Agreement as rent (including all accelerations of rent permissible under the provisions of this Agreement), shall remain unpaid ten (10) days after the same is required to be paid, then and in that event, Landlord may cause judgment to be entered against Tenants, and for that purpose Tenants hereby authorize and empower Landlord or any Prothonotary, Clerk of Court, or Attorney of any Court of Record, to appear for and confess judgment against Tenants and agree that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. for the recovery from Tenants of all rent hereunder (including all accelerations of rent permissible under the provisions of this Agreement) and/or for all charges reserved as rent, as well as for interest and costs and reasonable attorney's commissions, for which authorization to confess judgment, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Tenants for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this Agreement) and/or charges reserved hereunder as rent, as well as for interest and costs, together with an attorney's commission of five (5%) of the full amount of Landlord's claim against Tenants, but not to be less than \$500. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid sums after they become due as herein provided as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of the Agreement.

1903. Tenants covenant and agree that if this Agreement shall be terminated (either because of condition broken during the term of this Agreement or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Landlord may cause judgment in Ejectment to be entered against Tenants for possession of the Demised Premises, and for that purpose Tenants hereby authorize and

empowers any Prothonotary, Clerk of Court or Attorney of any Court Record, to appear for Tenants and confess judgment against Tenants in ejectment or possession of the Demised Premises and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2970, et sq. for the entry of an order in Ejectment for the possession of real property, and Tenants further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of the writ or writs possession pursuant thereto, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Tenants further covenants and agrees that if for any reason whatsoever, after said action shall have commenced, the action shall be terminated and possession of the Demised Premises hereunder shall remain in or be restored to Tenants, Landlord shall have the right, upon any subsequent default or defaults, or upon the termination of this Agreement as set forth above, to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the Demised Premises.

1904. In any procedure or action to enter Judgment by Confession for Money pursuant to Section 1902 hereof, or to enter Judgment by Confession in Ejectment for possession of real property pursuant to Section 1903 hereof, if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Landlord to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this Agreement (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice the contrary notwithstanding.

1905. Tenants hereby releases to Landlord and to any and all attorneys who may appear for Tenants all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in the Agreement, and all liability therefore. Tenants further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the Demised Premises either at the end of the term or sooner termination of this Agreement, or for non-payment of rent or for any other reason, Tenants specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days notice shall be sufficient in either or any such case.

1906. The right to enter judgment against the Tenants by confession and to enforce all of the other provisions of this Agreement herein provided for may at the option of any assignee of this Agreement, be exercised by any assignee of the Landlord's right, title and interest in this Agreement in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

1907. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or in equity shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenants for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein

provided for the recovery of rent be constructed as a waiver of the right to obtain possession of the Demised Premises.

ARTICLE XX
Custom and Usage

2001. Landlord shall have the right at all times to enforce the covenants and conditions of this Agreement in strict accordance with the terms hereof despite any conduct or custom on the part of the Landlord in refraining from doing so at any time or times, and despite any contrary law, usage or custom or any failure by Landlord to enforce its rights at any time or times.

ARTICLE XXI
Scope and Interpretation of Agreement

2101. The Agreement is the only agreement between the parties hereto pertaining to the Demised Premises, and all negotiations and oral agreements acceptable to the parties are included herein. The laws of Commonwealth of Pennsylvania Shall govern the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXII
Captions

2201. Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect is meaning, construction or effect.

ARTICLE XXIII
Severability

2301. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

ARTICLE XXIV
Parties, Successors, Assigns

2401. The term "Tenants" shall refer to each and every person or party mentioned as a Tenants herein, be the same one or more. If there shall be more than one Tenants, they shall be bound jointly and severally by all the terms, covenants and conditions of this Agreement and any notice required or permitted by the terms of this agreement may be given by or to anyone thereof and shall have the same force and effect as if given by or to all.

2602. The term "Landlord" as used in this Agreement shall refer only to the owner for the time being of Landlord's part. The Landlord shall be and is hereby relieved of all covenants obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part and it shall be construed without further agreement to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the Building of which it is a part. The provisions of this Article XXIV shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under this Agreement shall be and is

hereby limited to Landlord's interest in the Demised Premises and the Building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenants or to any other person by reason of this Agreement the execution thereof, or the acquisition of Landlord's interest.

2403. Subject to the provisions of Section 2402 hereof, all rights, obligations and liabilities hereupon given to or imposed upon respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-Tenants ad assigns of said parties.

ARTICLE XXV
NON-COMPETE CLAUSE

2501. During the Lease Term, provided that no event of default on the part of Tenant exists under this Lease and Tenant is operating the Premises for the Permitted Use, Landlord agrees not to hereafter sign a new lease for any other premises in the building with a tenant whose primary use is the sale of non-standard automobile insurance policies.

The foregoing restriction shall be deemed null and void as if it never existed if Tenant ceases operating for the Permitted Use in the Premises, except if due to a casualty which prevents Tenant from conducting the Permitted Use from the Premises, but in such event, for only so long as such casualty prevents Tenant from conducting the Permitted Use at the Premises.

ARTICLE XXVI
ADDITIONAL PROVISIONS

2601. It is further agreed between the parties of this Agreement: Exhibits "A" through "C" are part of this Agreement and are attached hereto.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the day and year first above written.

LANDLORD:

BY: 

Dennis G. Rhoads

BY: 

Susan K. Rhoads

TENANTS:

BY: 

Thomas M. Harrison, Jr.
Secretary

BY: _____

EXHIBIT "B"

Part I: Work to be performed by Landlord.

Demising Walls – finished fully and ready for paint *TWW*
Sprinkler System
Lights
HVAC
Windows
Electrical Costs

Part II: Work to be performed by Tenant, at Tenant's cost and expense.

Plans & Permits	\$1,000.
Painting	\$ 900.
Carpet Allowance	<u>\$1,500.</u>
Total for Fit-out by Tenant	\$3,400.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
12/15/2006

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.											
			<table border="1"> <tr> <td>INSURERS AFFORDING COVERAGE</td> <td>NAIC#</td> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281-004</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: Federal Insurance Company	20281-004	INSURER B:		INSURER C:		INSURER D:	
INSURERS AFFORDING COVERAGE	NAIC#												
INSURER A: Federal Insurance Company	20281-004												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURED First Acceptance Corporation 3813 Green Hills Village Drive Nashville, TN 37215													

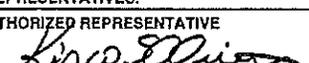
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	35810725	12/15/2006	12/15/2007	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
A	EXCESS LIABILITY X OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	79825183	12/15/2006	12/15/2007	EACH OCCURRENCE \$ 10,000,000
					AGGREGATE \$ 10,000,000
					\$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71711175	12/15/2006	12/15/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> IOTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 #487: First Acceptance Insurance Company, Inc. dba Acceptance Insurance, location: 3933 Perkiomen Avenue, Suite 105, Reading, PA 19606.

It is agreed that Dennis G. and Susan K. Rhoads is included as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER Dennis G. and Susan K. Rhoads PO Box 4579 Reading, PA 19606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SH IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PA0487

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT DATED AS OF THE 16 DAY OF August, 2006, BY AND BETWEEN DENNIS G. and SUSAN K. RHODES ("LESSOR") OF P O BOX 4579, 3933 PERKIOMEN AVENUE, READING, PA, 19606

AND

FIRST ACCEPTANCE INSURANCE COMPANY, INC., d/b/a ACCEPTANCE INSURANCE, ("LESSEE")

WHEREAS ON JULY 18, 2006, THE LESSOR AND THE LESSEE ENTERED INTO A LEASE AGREEMENT FOR NINE HUNDRED NINE AND 50/100 (909.50) SQUARE FEET OF SPACE AT 3933 PERKIOMEN AVENUE, READING, PA;

WHEREAS, THE LESSOR AND LESSEE HAVE AGREED TO INCREASE THE SQUARE FOOTAGE LEASED TO NINE HUNDRED THIRTY-FOUR AND 50/100 (934.50) SQUARE FEET AND TO AMEND THE COMMENCEMENT DATE OF SAID LEASE TO BEGIN ON OCTOBER 1, 2006 AND THE TERMINATION DATE TO END ON SEPTEMBER 30, 2009.

NOW THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, THE LESSOR AND LESSEE DO HEREBY EXTEND SAID LEASE COMMENCEMENT DATE AND TERMINATION DATE BY EXECUTING THIS AMENDMENT TO SAID LEASE.

IT IS ALSO AGREED THAT ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS CONTAINED IN THE LEASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND ARE HEREBY REAFFIRMED AND RATIFIED IN THEIR ENTIRETY.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE EXECUTED THIS AMENDMENT TO LEASE AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

[Signature]
WITNESS

[Signature]
DENNIS G. RHODES

WITNESS

[Signature]
SUSAN K. RHODES

[Signature]
WITNESS

FIRST ACCEPTANCE INSURANCE COMPANY, INC.
[Signature]
BY: Thomas M. Harrison, Jr.

:dmd

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 25th day of February, 2006, by and between Dennis G. & Susan K. Rhoads, having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.

(hereinafter referred to as "Landlord");

AND

Keck Associates, LLC., having a mailing address for the purposes of this Agreement until notice of change duly given of 21 Elk Court, Reading, PA., 19606, (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE I

Demised Premises

101. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 103, containing 2,178.52 square feet, more or less, of rental floor area substantially as shown on Exhibit "A", attached hereto and incorporated herein by this reference thereto (hereinafter referred to as the "Demised Premises") in a Building situate at 3933 Perkiomen Avenue, Reading, PA (hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate in Berks County, Pennsylvania, and being the same Land described in Berks County Records in Deed Book Volume 4198 and page 263.

102. The Demised Premises are situate in an office retail building as described aforesaid. In the Demised Premises Landlord shall install the items and perform such work as described in Exhibit "B" attached hereto and incorporated herein by this reference thereto. Any other work required by lessee/tenants and not described in Exhibit "B" shall be performed by Tenant or its agents at Tenant's expense and in accordance with Article XIV hereof.

ARTICLE II

Use

201. Tenant shall use and occupy the Demised Premises for the following purposes only:
Full service beauty salon.

ARTICLE III

Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 1st day of May, 2006, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 30TH day of April, 2011, (hereinafter referred to as the "Expiration Date").

A. Tenant shall have the right to enter the Demised Premises, for the purposes

of inspection, prior to the Commencement Date. Upon execution of this Agreement, Tenant shall be permitted to perform and do such work improvement additions as provided in accordance with the provisions of Exhibit "B", provided Tenant complies with all other terms of this Agreement with the exception of payment of rent which shall not commence until the Commencement Date.

302. Notwithstanding the Commencement and Expiration Dates set forth above, if the Demised Premises is not ready for occupancy on the Commencement Date set forth above, the Commencement Date of the term of this Agreement shall be the date Tenant is tendered delivery of possession of the Demised Premises ready for occupancy with Landlord's work completed in accordance with Exhibit "B". If the Commencement Date is not the first day of the month, the term of this Agreement shall expire at midnight on the last day of the calendar month in which the 5th anniversary of the Commencement Date occurs; rental from the Commencement Date through the last day of the month in which the Commencement Date occurs shall be apportioned at the annual rate based on a 360 day year. As soon as determined, the parties hereto shall confirm in writing the Commencement and Expiration Dates and acknowledge that this Lease Agreement is in full force and effect and that the Tenant is in occupancy.

ARTICLE IV

Rent

401. Tenant shall pay to the Landlord the annual minimum rent as shown on Exhibit "C", attached hereto and incorporated herein by this reference thereto in equal monthly installments in advance, each on the first day of each calendar month, hereof, except the first monthly installment which shall be paid on Commencement Date. Upon execution of this Lease Agreement as security for Tenant's faithful performance of all Tenant's obligation under this Agreement and for Tenant's partial payment of any damages to which Landlord may be entitled, Landlord hereby acknowledges Tenant has deposited with Landlord the sum of one (1) month's rent, to be returned thirty (30) days after the Tenant vacates the premises, provided the Demised Premises are undamaged. Said security deposit is to be held in an interest bearing account with interest accruing to benefit of Tenant.

402. In the event Tenant has performed all of the terms, covenants and conditions of this Agreement which are required of it, then and in that event, Tenant is hereby granted an option to extend this Agreement for the term shown on Exhibit "C", attached hereto beginning immediately upon the expiration of the initial term as defined in Section 301 hereof during which extension period the annual rental shall be at the rates set forth in said Exhibit "C". The option to extend provided for above shall be exercised by Tenant notifying Landlord in writing at least ninety (90) days before the expiration of the original term of this Agreement of its intention to exercise such option. If the option is not exercised as herein provided for, then the option shall be deemed waived and this Lease Agreement shall terminate accordingly. If said option is exercised, all of the terms, conditions and covenants of this Lease Agreement shall continue in full force and effect and be binding upon the parties for the extended period except that the annual rent for the extension period shall be as set forth in Exhibit "C", attached hereto.

403. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be

due shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check the such lesser amount is payment in full 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.

404. As security for Tenant's faithful performance of all Tenant's obligation under this Agreement and for Tenant's partial payment of any damages to which Landlord may be entitled, Landlord hereby acknowledges Tenant has deposited with Landlord the sum of one (1) month's rent, to be returned thirty (30) days after the Tenant vacates the premises, provided the Demised Premises are undamaged. Said security deposit is to be held in an interest bearing account with interest accruing to benefit of Tenant.

405. In the event that any tax is levied on the rental, leasing or letting of the Demised Premises, whether local, state or federal, is required to be paid due to the execution hereof, the cost thereof shall be borne by Tenant.

406. All sums payable hereunder by Tenant, or which are the expense of Tenant under this Lease Agreement are deemed and considered to be rent, and if not timely paid, Landlord shall have all the rights and remedies provided for herein and by law in and equity for the nonpayment of rent.

407. All rent and all sums payable hereunder by Tenant to Landlord shall be payable without notice or demand in the legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V Landlord's Services

501. As long as Tenant is not in default under any of the provisions of this Agreement, Landlord shall:

- A. Clean the common areas of the Building, provided the same are kept in order by Tenant;
- B. Furnish a directory of the names of the tenants and their building reference;
- C. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;
- D. Remove or cause to be removed, refuse, and rubbish from the common area as designated by Landlord, but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenant shall on demand, pay the additional cost to Landlord;
- E. Pay all real estate taxes assessed against the Land and Building;

F. Maintain the building and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

G. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenant and Tenant's employees, employees sublessees and invitees in the parking area subject to the provisions of Article XXVI-Parking;

502. Without liability or responsibility to Tenant and without diminution of, or deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenant under this Agreement, when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's control.

ARTICLE VI
Miscellaneous Covenants of Tenants

601. Tenant shall:

A. Pay the rent and all sums due under this Lease Agreement without notice or demand on the day and times and at the places that the same are payable without abatement, deduction or set off;

B. Pay the Landlord in addition to the minimum rental provided for in Section 401 hereof, an annual Common Area Maintenance ("CAM") Fee which shall include the cost of insurance in an amount of not less than \$1.25 per rentable square foot of the Demised Premises for Tenant's pro rata share of the items and services provided for in Section 501. The CAM Fee shall be a minimum of One Thousand Seven Hundred Sixty-Six Dollars and Twenty-Five Cents (\$1,766.25) annually or One Hundred Forty-Seven Dollars and Nineteen Cents (\$147.19) monthly, payable in monthly installments, simultaneously with the rent and subject to Section 403. Landlord may revise the CAM fee based upon the operating expenses of the prior year, revisions to said CAM fee must be made within ninety (90) days of the close of Landlord's fiscal year which ends on December 31st. Tenant shall have the right to review any increases in the CAM fee upon written request to the Landlord;

C. Keep the Demised Premises in good order and repair, except for reasonable wear and tear and damage by any casualty not occurring through an act of negligence or omission of Tenant or Tenant's agents, employees, sublessees or invitees excepted, and on demand pay Landlord, as additional rent, the cost of repair or restoration of the Demised Premises or the Building or any part thereof if damaged in whole or in part by the negligence of Tenant, Tenant's agents, employees, sublessees or invitees;

D. Maintain and repair the equipment required for heating, ventilating and air conditioning the Demised Premises which are a separate unit devoted exclusively to the servicing of the Demised Premises, including air filters in said HVAC at change of seasons;

E. Peaceably deliver up and surrender possession of the Demised Premises at the

expiration or sooner termination of this Agreement, in the same condition in which Tenant has agreed to keep the same during the continuance of this Lease Agreement, broom clean, and at such time without demand or delay deliver to Landlord all keys for Demised Premises, and upon failure to deliver possession as aforesaid to pay to Landlord, at Landlord's option, an amount as liquidated damages which shall be computed by applying, for the period Tenant remains in possession thereafter, 150% the highest rental rate under this Agreement;

F. Keep the Demised Premises in a clean and orderly manner, paying for the cleaning services for the Demised Premises; said cleaning services shall be performed in a manner satisfactory to Landlord and only by persons approved by Landlord;

G. Not store hazardous or explosive materials on the Demised Premises nor produce perceptible offensive odors, excessive noise or physical vibrations;

H. Use every reasonable precaution against fire or other casualty;

I. Give Landlord prompt written notice of any accident, fire, casualty or damage occurring on or to the Demised Premises, and of any defects in the apparatus in the Demised Premises; and

J. Cause all occupants of the Demised Premises to conduct themselves in such a manner as shall not be deemed improper or objectionable by Landlord.

602. Without the express written consent and approval of Landlord, Tenant, their agents, employees, subcontractors or invitees or (when permitted) assignees or subtenants shall not do any of the following:

A. Occupy the Demised Premises in any manner or for any purpose except as permitted in this Agreement or agreed to in writing by Landlord.

B. Assign, mortgage or pledge this Agreement or underlet or sublet the Demised Premises or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

C. Make any alterations, improvements or additions to the Demised Premises;

D. Do or suffer to be done any act, matter or thing objectionable to insurance companies or in violation of the provisions of any insurance policies or whereby the said insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or on the Land and Building shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the execution hereof or at the time Tenant takes possession of the Demised Premises;

E. Remove, attempt to remove or manifest, in the reasonable opinion of the Landlord, an intention to remove Tenant's goods or property from or out of the Demised Premises

other than in the ordinary course of business, without having first paid Landlord all rent which may become due during the entire term of this Lease Agreement;

F. Vacate or desert the Demised Premises during any term of this Agreement or permit the same to be empty or unoccupied;

G. Obstruct any sidewalks, halls, passageways, or stairways in said Building or Land or any other part thereof used in common with Landlord, the various tenants and their invitees (hereinafter called "common area") or use the same for any purpose other than egress and ingress to and from the Demised Premises;

H. Use or permit any of the toilet rooms, water closets, sinks or other apparatus or systems to be used for any purpose other than for which constructed or permit any sweepings, rubbish, rags, ashes, chemicals or refuse or other unsuitable substances to be thrown or placed therein;

I. Place or allow to be placed any items on the outside of the Building, on the windows, windowsills or projections thereof, that could be visible from outside the Buildings;

J. Use or operate any machinery that, in Landlord's opinion, is harmful to the Land or Building or disturbing to tenants occupying other parts thereof;

K. Place any weights in any portion of the Building beyond the safe carrying capacity of the structure;

L. Permit any odor, noise, sound or vibration which may, in Landlord's judgment, in any way tend to impair the use of any part of the Land or Building or interfere with the business or occupancy of any other tenants, or make or permit any disturbance of any kind in the Building, or interfere in any way with other tenants or those having business in the Building, or allow any occupant of the Demised Premises to conduct himself in a manner which Landlord in its sole opinion may deem improper or objectionable;

M. Keep upon or attach to the Demised Premises any goods or chattels which are the subject of a security agreement or other secured transaction, or use or keep upon or attach to the Demised Premises any goods, property or chattels unless owned by Tenant, or unless leased by Tenant without being exempt from levy for rent and other charges herein reserved or collectible as rent except hair salon equipment to be installed in the Demised Premises which may be subject to security agreement or other secured transactions;

N. Cover or obstruct any of the floors, walls, partitions, skylights, windows, doors, or transoms, which reflect or admit light into any common areas;

O. Inscribe, paint or affix or permit to be inscribed, painted or affixed by anyone any sign, advertisement or notice on any part of the Building, inside or out without prior written consent of Landlord;

P. Bring in or remove from the Building any heavy or bulky object except by experienced movers or riggers approved in writing by Landlord, and only after notice, to, and approval by Landlord of the weight and size of the object and of the time, method and manner of bringing in or removing the same, or receive or remove from the Building any furniture or freight except as and during the hours designated by Landlord;

Q. Use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to, ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum, or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind;

R. Enter upon the roof of the Building;

S. Use electricity in the Demised Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises, or add to or alter the electrical system servicing the Demised Premises or connect thereto any additional fixtures, appliances or equipment other than lamps, typewriters and similar small office machines; Landlord acknowledges that Tenant will be utilizing commercial hair dryers and other hair salon equipment which may consume electricity in the Demised Premises.

T. Use any part of the Demised Premises as sleeping rooms or apartments;

U. Use or occupy the Demised Premises or permit or suffer the same to be used or occupied in violation of the use regulation permit or statement of occupancy issued to said Building or in violation of any statute, ordinance or any requirement of any public authority, and the use permitted by this Agreement shall not be deemed a representation or guarantee by Landlord that such use is lawful or permitted under any permit or statement of occupancy, or otherwise;

V. Attach any awnings, antennae or other projection to the roof or outside walls of the Demised Premises or Building;

W. Execute or deliver any financing or security agreement or statement that would be a lien upon the Demised Premises or the Land or the Building;

X. Place or operate, or permit to be placed or operated, any vending machines in the Demised Premises;

Y. Erect, make or maintain on or attach or affix to, any part of the Demised Premises or Building including the windows and doors, any sign, picture, television viewer or projection, or other representation or advertisement or notice of any kind, which is visible from any location outside of the Building or visible from the Lobby of the Building, and no loud speaker system or any other form of sound or audio transmission system or apparatus shall be used in or at the Demised Premises or Building by Tenant, any sub-tenant, or their respective agents or employees, for advertising, promotional purposes or any other purpose without prior written consent of Landlord; and

Z. If Tenant is a corporation to liquidate or dissolve itself.

ARTICLE VII
Rights of Landlord

701. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or times and from time to time) in or about the Demised Premises and the Land or building:

-
- A. Make rules and regulations as in its reasonable judgment are necessary for the safety, care and cleanliness of, and good order of the Demised Premises, shall be a part of this lease, unless found unreasonable under Article XV hereof;
- B. Discontinue any facility or service not expressly covenanted for herein, as they constitute no part of the consideration for this Agreement;
- C. Control and prevent access to any part of the Building or land by all persons whose presence in the judgment of Landlord, or Landlord's employee, will be prejudicial to the safety, character, reputation or interest of the Building or its representative tenants;
- D. Prevent or restrict access to the Building by any person during any invasion, mob, riot, public excitement or public emergency or other commotion by closing the doors or otherwise;
- E. During other than business hours, refuse access to the building to any person unless such person seeking admission (i) is properly identified and (ii) produces a key to the Demised Premises;
- F. Prescribe the hours and the method and manner in which any merchandise, furniture or heavy or bulky object shall be brought in or taken out of the Building and limit and prescribe the weight, size and proper position thereof;
- G. Install, place upon or affix to the roof or exterior walls of the Demised Premises and/or Building, equipment, signs, displays, antenna and any other object or structure provided it does not interfere with Tenant's occupancy;
- H. Make alterations or additions to the Building provided they do not interfere with Tenant's occupancy;
- I. Change the arrangement and/or location, or regulate the use, of all entrances, passageways, doorways, corridors and any other common areas in the Land or Building, whether or not connecting with any street, sidewalk, transportation facility, concourse, or any other building, and of all stairs, toilets, and public conveniences which are not within the Demised Premises;
- J. To change the name of the building without incurring any obligation to Tenant, and

K. Unless in the event of any emergency, after giving prior reasonable notice to Tenant, if possible, enter and go upon the Demised Premises and every part thereof by itself or its duly authorized agents, by a master key or by forcible entry without rendering Landlord or its agents liable or subject to any action or prosecution therefore and without affecting the obligations of Tenant under this Agreement, for the purpose of doing any of the following things:

i) Inspect the Demised Premises and every part thereof and make decorations, repairs, alterations and additions thereto and to the Building and run wires, utility systems or appurtenances thereto and take material as required into and upon the Demised Premises, all as Landlord shall deem necessary for the safety, improvement, preservation or restoration of the building, or the Demised Premises, or for the safety or convenience of the present or future occupants thereof;

ii) Exhibit the Demised Premises to prospective tenants or Purchasers and anyone else having an interest or prospective interest therein;

iii) Render any service to the Building or any Tenant or occupant, or exercise any of the Landlord's right; and

iv) Take possession and alter, renovate and redecorate at any time within one month prior to the expiration of this Agreement if Tenant has removed all or substantially all of Tenant's property.

ARTICLE VIII Covenant of Quiet Enjoyment

801. Landlord warrants that:

A. Landlord has the power and authority to enter into this Agreement; and

B. Tenant shall quietly enjoy the Demised Premises without hindrance by Landlord or anyone claiming under Landlord, subject however to all the provisions of this Agreement and the instruments referred to in the Article XIII.

ARTICLE IX Insurance And Indemnification

901. Tenant agrees to indemnify and save Landlord harmless from any and all liability, claims, damages, losses, litigations, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of the use and occupancy of the Demised Premises by Tenant; or

B. Tenant's failure to perform its obligations under this Agreement.

902. Tenant shall maintain and pay for sufficient public liability insurance to cover such

indemnification with companies acceptable to Landlord, naming Landlord and Tenants as the insured, with minimum limits of \$1,500,000 per occurrence for bodily injury or death, and \$250,000 for property damage. Tenant shall deposit such insurance policy or policies or certificates of such insurance with Landlord with endorsements thereto indicating that:

A. The policy will not be cancelled without at least thirty (30) days' prior written notice to Landlord; and

B. No act or omission of Tenant will invalidate the interest of Landlord under said insurances.

903. Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the property covered by any insurance then in force even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies or insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder. Landlord and Tenant shall each have such clause in its fire and extended coverage insurance policies, if available, without charge, and if there be a charge, shall notify the other party and in such event, shall have the clause if the other party agrees to pay such extra charge.

904. Landlord agrees to indemnify and save Tenant harmless from any and all liability, claims, damages, losses, litigation, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of Landlord's ownership of the Land and Building and/or Landlord's negligent or intentional acts or omissions at the Demised Premises; or

B. Landlord's failure to perform its obligations under this Agreement.

905. Throughout the term of this Lease, Landlord, at Landlord's expense shall keep the Building on the Land insured with a company duly authorized to do business by and in the Commonwealth of Pennsylvania to the full insurable value of said Building, against loss or damage by fire.

ARTICLE X Waiver of Claims

1001. Landlord and Landlord's agent, servants and employees shall not be liable for, and Tenant hereby releases Landlord and Landlord's agents, servants and employees from all claims for injury or damage to person or loss of or damage to property (including any disappearance or theft of property and any loss or interruption of business) sustained by Tenant, any person claiming through Tenant, or sustained by any other person, resulting from any fire, accident, occurrence or condition in or upon the Demised Premises, Land, Building, streets, sidewalks, or other areas abutting or adjacent to said Land or Building, including but not limited to such claims for damage

resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon or about the Land, Building or Demised Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such Building or Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (ix) any act or omission of Landlord, its agents, servants, and employees, unless said act or omission shall constitute a willful breach of law; (xii) any act or omission of parties other than Landlord, its employees or agents. Notwithstanding the foregoing, Landlord shall be liable to Tenant in the event that any of the aforesaid set forth in subsection (I) through subsection (ix) are caused by the negligence or intentional acts or omissions of the Landlord, its agents, servants or employees, and Tenant shall not release Landlord, its agents, servants or employees in such event. After Landlord has received notification of needed repairs, Landlord will make every attempt to have said repairs addressed within 24 hours.

ARTICLE XI Condemnation

1101. Tenant hereby waives any injury, loss or damage or claim therefore against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Demised Premises or the air rights, Land or Building except Tenant reserves against the condemning authority Tenant's right to claim for any damages for the interruption of Tenant's business, Tenant's moving expenses and for the taking of Tenant's personal property and/or fixtures. All awards by the condemning authority for the taking of air rights, Land or Building shall belong exclusively to the Landlord.

1102. In the event substantially all of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain, this Agreement shall terminate as of the date of the right to possession vests in the condemning authority and rent shall be apportioned as of the date. If only a part of the Demised Premises shall be so taken, and this Agreement is not terminated as hereinafter provided, the rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority. Notwithstanding the aforesaid, Tenant shall have the right to terminate this Lease Agreement if there is a substantial impairment of its operations as a result of eminent domain taking.

1103. In the event any part of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Demised Premises are not suitable for Tenant's use, so as to cause a substantial impairment of its operations, Tenant may, by written notice to Landlord given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

1104. In the event any part of the Building shall be taken as a result of the exercise of a power of eminent domain (whether or not the Demised Premises shall be affected) and the remainder of said Building shall not, in the opinion of Landlord, constitute an economically feasible operating

unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

ARTICLE XII Damage or Destruction

1201. If the Demised Premises are damaged by the elements, fire or other casualty not due to Tenant's negligence, Landlord shall repair the damage but the rent shall not be abated unless the Demised Premises are thereby rendered untenable in whole or in part. If the Demised Premises are rendered untenable only in part, the rental shall be abated in proportion to the part rendered untenable and if the Demised Premises shall be rendered wholly untenable, the entire rent shall be abated provided, however, in such event, Landlord shall have the right, if such untenable Demised Premises can not be restored within one hundred eighty (180) days from the date the damage was suffered, to terminate this Agreement as of the date of occurrence by written notice to Tenant within ten (10) days thereafter, and in such case the rent shall be adjusted as of the termination date and Landlord need not repair or restore. Untenable shall mean such a condition as renders the Demised Premises substantially unsuitable for Tenant's business operation.

1202. If the Building shall, in Landlord's opinion, be substantially damaged so as to be unsuitable for Tenant's operation and by the elements, fire or other casualty, Landlord shall have the right, by written notice to Tenant within ten (10) days after said occurrence, to terminate this Agreement (unless terminated pursuant to Section 1201) and in such event this Agreement shall end as of the date of such notice and the rent shall be adjusted accordingly.

ARTICLE XIII Subordination to Landlord's Document of Possession and Mortgage

1301. Tenant acknowledges that this Agreement and Tenant's rights hereunder are subject and subordinate to all agreements, deeds, leases, and titles, by and through which Landlord has possession of the Demised Premises and Building (hereinafter referred to as "Landlord's Documents of Possession") and to all mortgages, now or hereafter placed upon the Landlord's estate in the Land, Building and the Demised Premises.

1302. Landlord covenants and warrants that Landlord has the right to enter into this Agreement and that the rights granted hereunder to Tenant, and the exercise thereof in accordance with the provisions of this Agreement will not violate Landlord's Documents of Possession or constitute a default thereunder.

ARTICLE XIV Alterations and Services by Tenants and Trade Fixtures

1401. Tenant shall not do any work in or about the Demised Premises or make any alterations or additions thereto without the prior written consent of Landlord. All such work to which Landlord consents shall be performed and installed at Tenant's sole cost and expense in accordance with plans and specifications to be supplied by Tenant, which plans and the contractors,

subcontractors and all suppliers of labor and material shall in all instances first be subject to Landlord's approval. During the work, Tenant shall maintain such insurances as Landlord may require for the benefit of Landlord.

1402. No work or installation by Tenant at the Demised Premises shall be done except after the filing of waiver of the right to file any lien therefore (commonly known as a mechanic's and/or materialman's lien) with Landlord, so as to constitute an effective waiver by anyone having a right to file such a lien. If any such lien is filed as a result of work performed at the Demised Premises by Tenant's contractor or materialman, Tenant shall furnish a guarantee by each of Tenant's prime contractors and materialmen for the benefit of Landlord, Tenant and such other parties as Landlord shall designate, that all work, materials and equipment will be in accordance with the plans and specifications and that they will promptly, upon notice, correct and repair at their own cost and expense any deficiency, defect, fault or imperfection of material, equipment or workmanship.

1403. Any alterations, improvements or additions made by Tenant shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the property of Landlord unless at the time Tenant obtains Landlord's approval for the improvements or additions and before Tenant commences the work, Landlord gives Tenant written notice to remove same in which event Tenant shall remove the same and restore the Demised Premises to the same good order and condition in which they were at the time of delivery of possession to Tenant normal wear and tear excepted. Should Tenant fail to do this, Landlord may perform Tenant's obligation to do so and Tenant's shall pay the costs and expense thereof to Landlord as additional rent upon demand.

1404. All trade fixtures installed by Tenant's to the Demised Premises shall remain the property of Tenant and shall be removed on or before the Termination Date of this Agreement but may not be removed without Landlord's express written consent at any time when Tenant is in default under any provision of this Agreement. At Landlord's option, any trade fixtures not removed on or before the Termination Date shall either become Landlord's property or Landlord may remove and dispose of them and in such event, Tenant shall pay the cost and expense thereof to Landlord as additional rent upon demand. Tenant shall promptly restore the Demised Premises to the original order and condition upon removal of trade fixtures.

ARTICLE XV Rules and Regulations

1501. Rules and Regulations dealing with the land, building and various tenants thereof and additions, alterations or modifications of said Rules and Regulations may from time to time be made by Landlord and shall be effective and part of this Agreement at the time notice thereof is given to Tenant.

ARTICLE XVI Performance of Tenant's Covenants

1601. Except for the payments of rent, reserved herein which shall be payable when due,

Tenant shall perform all agreements on its part to be performed and shall perform the same promptly upon receipt of written notice of nonperformance; if Tenant does not perform to Landlord's satisfaction within ten (10) business days, begin within such period and thereafter proceed to completion with due diligence), Landlord may, at Landlord's option, perform for Tenant and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises without liability to Tenant for any loss or damage resulting therefrom; and Tenant shall pay the cost and expense of such performance to Landlord as additional rent upon demand.

ARTICLE XVII

Notices

1701. That whenever notice is provided for in this Agreement, it shall be given in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, mailed by certified mail, return receipt requested, proper postage attached, to the party or parties to whom addressed at the address set forth on page 1 of this Agreement. Any party may change the address to which notice shall be delivered or mailed by notice duly given.

ARTICLE XVIII

Events of Default

1801. Each of the following shall constitute an event of default hereunder:

A. The filing by or against Tenant of a petition for adjudication as bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenant's property, an assignment by Tenant for the benefit of creditors, or the taking possession of Tenant's property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant;

B. Tenant failing to pay any sum herein required to be paid by Tenant when due;

C. Tenant removing, attempting to remove or manifesting an intention to remove Tenant's goods or property from the Demised Premises (except in the ordinary and usual course of business) without having first paid Landlord all the rent for the balance due of the lease term;

D. Tenant failing to perform any other covenant or condition of this Lease Agreement within ten (10) days after written notice and demand, or, if the performance requires more than ten (10) days to complete, failing to begin performance within ten (10) days and completing diligently thereafter; and

E. Tenant failing to take possession or execute an agreement as to substantial completion of the Demised Premises within ten (10) days after possession is tendered ready for occupancy.

Listing the above does not limit Landlord's action upon default where the causes or similar application exist.

ARTICLE XIX
Rights of Landlord Upon Default by Tenants

1901. In the event of the occurrence of an event of default hereunder, as provided for in Article XVIII, Landlord may, at Landlord's option:

A. Terminate this Agreement after sixty (60) days' notice provided that if Tenant cures the defect which gives rise to the Notice of Termination within said sixty (60) day period, then the Notice to Terminate shall be null and void, if not, then Tenant shall peacefully surrender the Demised Premises to Landlord, and Landlord may re-enter the Demised Premises and repossess them, summary proceedings, ejectment or otherwise, and may dispossess Tenant and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income therefrom. At any time after such expiration, Landlord may relet the Demised Premises or any part thereof in the name of Landlord, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease Agreement) and on such conditions as the Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part therefore or for any failure to collect any rent due upon any such reletting, but Landlord shall use reasonable efforts to relet the Demised Premises. No such expiration of this Lease Agreement shall relieve Tenant of their liability and obligation under this Lease Agreement, and such liability and obligations shall survive any such expiration, whether or not the Demised Premises or any part thereof shall have been relet, the Tenant shall pay to Landlord the rent and additional rent required to be paid by Tenant up to the time of such expiration, and thereafter, Tenant, until the end of what would have been the term of this Agreement in the absence of such expiration, shall be liable to Landlord for and shall pay to Landlord on the days on which the rent and additional rent would have been payable under this Agreement, if it were still in effect, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenant if this Agreement were still in effect less the net proceeds of any reletting effected as set out hereinabove, if any after deducting all landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, commissions, reasonable legal expense, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.

B. Recover from the Tenant, on demand, whether or not the Landlord shall have collected any monthly deficiency, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term. In the computation of such damages, the difference between any installment of the rent becoming due hereunder after the date of termination shall be discounted to the date of termination at the rate of four (4%) percent per annum.

C. Exercise any and all other rights and/or remedies granted or allowed Landlord by any existing or future statute, act of assembly or any law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted

or created by any such statute, act of assembly or other law of this state existing for the protection and benefits of tenants.

1902. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or in equity shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenant for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein provided for the recovery of rent be constructed as a waiver of the right to obtain possession of the Demised Premises.

ARTICLE XX
Custom and Usage

2001. Landlord shall have the right at all times to enforce the covenants and conditions of this Agreement in strict accordance with the terms hereof despite any conduct or custom on the part of the Landlord in refraining from doing so at any time or times, and despite any contrary law, usage or custom or any failure by Landlord to enforce its rights at any time or times.

ARTICLE XXI
Scope and Interpretation of Agreement

2101. The Agreement is the only agreement between the parties hereto pertaining to the Demised Premises, and all negotiations and oral agreements acceptable to the parties are included herein. The laws of the Commonwealth of Pennsylvania shall govern the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXII
Captions

2201. Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXIII
Severability

2301. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

ARTICLE XXIV
Parties, Successors, Assigns

2401. The term "Tenant" shall refer to each and every person or party mentioned as a Tenant herein, be the same one or more. If there shall be more than one Tenant, they shall be bound jointly and severally by all the terms, covenants and conditions of this Agreement and any notice required or permitted by the terms of this agreement may be given by or to anyone thereof and shall have the same force and effect as if given by or to all.

2402. The term "Landlord" as used in this Agreement shall refer only to the owner for the time being of Landlord's part. The Landlord shall be and is hereby relieved of all covenants obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part and it shall be construed without further agreement to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the Building of which it is a part. The provisions of this Article XXIV shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under this Agreement shall be and is hereby limited to Landlord's interest in the Demised Premises and the Building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenant or to any other person by reason of this Agreement the execution thereof, or the acquisition of Landlord's interest.

2403. Subject to the provisions of Section 2402 hereof, all rights, obligations and liabilities hereupon given to or imposed upon respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-Tenants and assigns of said parties.

ARTICLE XXV
ADDITIONAL PROVISIONS

2501. It is further agreed between the parties of this Agreement: Exhibits "A" through "C" are part of this Agreement and are attached hereto.

ARTICLE XXVI

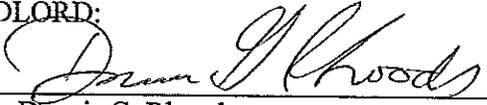
2601. Landlord hereby grants to Tenant the right of first refusal of such space as may become available adjoining Tenant's property for the purposes of expansion of the hairdressing salon, the term and additional rent of the leasing of the additional space shall be on the same terms and conditions and coincide with the expiration and/or extension of this Lease Agreement.

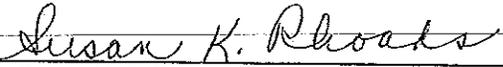
ARTICLE XXVII

2701. Landlord hereby agrees to sign a Landlord's Waiver as may be reasonably required of any lender of Tenant.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the day and year first above written.

LANDLORD:

BY: 
Dennis G. Rhoads

BY: 
Susan K. Rhoads

TENANT:

Keck Associates, LLC

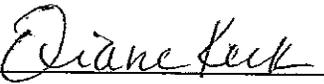
BY:  , MEMBER

Exhibit "B"
To Lease Agreement
By and Between
Dennis G. and Susan K. Rhoads ("Landlord")
And
Keck Associates, LLC ("Tenant")
Dated

The following work is to be performed and paid by Landlord:

Demising walls to be constructed and drywalled on the outside of the walls.
ADA rest rooms to be constructed in the common area of the first floor.
Sprinkler system to be installed

The following work is to be performed and paid by Tenant:

1. Builder to get architectural plans approved and necessary building permits
2. Install interior entry door with full glass, 2 sidelights and transom
3. Remove all existing ceiling tiles, make 2x2 ceiling grids and install new drop panel.
Paint existing grid work. Custom soffit work per plan.
4. Build 8' walls and half-walls per preliminary plan. 8' walls shall have wood caps.
5. Build full height walls to create storage room and install flush hollow core door.
6. Remove all existing carpeting and install new floor coverings in suite.
7. All wall area shall be drywalled, taped and finished. All areas primed and painted, one color flat. Demising walls shall be insulated with 3-5/8" fiberglass insulation.
8. Counterwork to be completed per plan
9. Electrical work and fixtures per plan
10. Plumbing connections to fixtures which will be supplied by others.
11. Electric heat pump shall be installed with ductwork specifically for this suite.

Exhibit "C"
To Lease Agreement
By and Between
Dennis G and Susan K Rhoads ("Landlord")
And Keck Associates, LLC ("Tenant")
Dated

Lease Year	Rental Rate (per SF)	Rental Rate (per Annum)	
1	\$10.25	\$22,329.83	Rent to begin 5/1/06
2	\$10.56	\$23,005.17	07
3	\$10.87	\$23,680.51	08
4	\$11.20	\$24,399.42	09
5	\$11.54	\$25,140.12	10
1 st Renewal Period:			
6	\$11.88	\$25,880.82	
7	\$12.24	\$26,665.08	
8	\$12.61	\$27,471.14	
9	\$12.98	\$28,277.19	
10	\$13.37	\$29,126.81	

GOLDEN • MASANO • BRADLEY
ATTORNEYS AT LAW

THOMAS M. GOLDEN
JOHN C. BRADLEY, JR.
HEIDI B. MASANO
KAREN H. COOK
JAMES E. GAVIN
E. MICHAEL ZUBEY, JR.
RICHARD L. GUIDA
MICHAEL J. GOMBAR, JR.

SUITE 201
1100 BERKSHIRE BOULEVARD
WYOMISSING, PA 19610

610.372-7700 ♦ Fax 610.372-4865
E-MAIL: hmasano@gmblegal.com

January 11, 2006

VIA E-MAIL

Mr. Kent E. Wrobel
RE/MAX of Reading
1290 Broadcasting Road
Wyomissing, PA 19610

Re: Lease Between Dennis G. and Susan K. Rhoads and Diane Keck
Premises: 3933 Perkiomen Avenue, Reading, Pennsylvania

Dear Mr. Wrobel:

Please be advised we represent Keck Associates, LLC. We have reviewed the above-referenced Lease Agreement and have the following comments:

1. The Tenant should be Keck Associates, LLC.
2. Exhibit "A", which depicts the Demised Premises is not attached to the Lease and should be provided.
3. In Section 301A at the end of that Section after the word "Agreement", remove the period and replace it with a comma and add the following "with the exception of payment of rent, which shall not commence until the Commencement Date."
4. The first sentence of Section 302 should be modified as follows: "Notwithstanding the Commencement and Expiration Dates set forth above, if the Demised Premises is not ready for occupancy on the Commencement Date set forth above, the Commencement Date shall be ninety (90) days after Tenant is tendered delivery of possession of the Demised Premises with Landlord's work completed in accordance with Exhibit "B" attached hereto, or the date Tenant opens for business in the Demised Premises, whichever date is earlier."
5. In Sections 302, line 7, the reference to the "2nd anniversary of the Commencement Date" should be changed to the "5th anniversary of the Commencement Date", as the Lease Term is for five (5) years and not two (2) years.

6. Section 401 references that the annual minimum rent shall be as shown on Exhibit "C". Exhibit "C" only sets forth the rental rate per square foot. In addition, the annual rental rate and monthly rental rate for each of the lease years during the initial term and the first renewal period should be added so that the actual rent being paid is set forth in the Lease Agreement.

7. Section 401 provides that the first monthly installment of rent shall be paid upon execution of the Lease Agreement. The first monthly installment of rent should be paid on the Commencement Date, as Section 404 does provide for a security deposit to be paid to Landlord in the amount of one (1) month's rent.

8. ~~In Section 601D, last sentence, the holdover rent should be one hundred fifty percent (150%) of the highest rental rate under the Agreement, rather than twice the highest rental rate under the Agreement.~~

9. Section 602F, should be deleted. This is a continuous operating clause. Tenant should be permitted to permit the space to be empty or unoccupied, as long as Tenant continues to pay rent.

10. Please note that Section 602M prohibits Tenant from keeping or attaching to the Demised Premises any personal property which is the subject of a security agreement or other secured transaction. Hair salon equipment to be installed in the Premises may be subject to a security agreement or other secured transaction, so this should be an exception to this Section.

11. In Section 602S, last line, the reference to Tenant utilizing an x-ray machine in the Demised Premises should be deleted, and a reference should be made that Tenants will be utilizing commercial hair dryers and any other salon equipment which uses electricity.

12. Section 701H, should be modified as follows: "Make alterations or additions to the Building, provided they do not interfere with Tenant's occupancy;"

13. The beginning of Section 701K, should be modified as follows: "Unless in the event of an emergency, after giving prior reasonable notice to Tenant, enter and go upon the Demised Premises..."

14. Sections 904 and 905 should be added to Article IX, as follows:

"904. Landlord agrees to indemnify and save Tenant harmless from any and all liability, claims, damages, losses, litigation, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of Landlord's ownership of the Land and Building and/or Landlord's negligent or intentional acts or omissions at the Demised Premises; or

B. Landlord's failure to perform its obligations under this Agreement.

905. Throughout the term of this Lease, Landlord, at Landlord's expense shall keep the Building on the Land insured with a company duly authorized to do business by and in the Commonwealth of Pennsylvania to the full insurable value of said Building, against loss or damage by fire."

15. In Section 1001, line 18, before the last sentence the following sentence should be added: "Notwithstanding the foregoing, Landlord shall be liable to Tenant in the event that any of the aforesaid set forth in subsection (i) through subsection (ix) are caused by the negligence or intentional acts or omissions of the Landlord, its agents, servants or employees, and Tenant shall not release Landlord, its agents, servants or employees in such event."

16. The first sentence in Section 1403 should be modified as follows: "Any alterations, improvements or additions made by Tenant shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the property of Landlord unless at the time Tenant obtains Landlord's approval for the improvements or additions and before Tenant commences the work, Landlord gives Tenant written notice to remove same..."

17. Sections 1801A, and D, should be deleted. These state that it shall be an event of default if Tenant discontinues its business in the Demised Premises. This should not be a default, as long as Tenant continues to pay the rent required under the Lease.

18. In Section 1901A, line three, delete the words "by force".

19. In Section 1901A, at the end of the third sentence after the word "reletting" remove the period and replace it with a comma and add the following: "but Landlord shall use reasonable efforts to relet the Demised Premises."

20. The signature line on the Lease should be changed from Diane Keck to Keck Associates, LLC.

21. Language should be added regarding the right of first refusal for the corner unit Ms. Keck discussed with you.

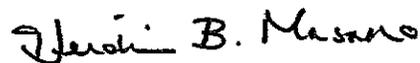
22. Language should also be added requiring the Landlord to sign a landlord's waiver as may reasonably be required by any lender of Tenant.

23. Landlord should provide Tenant ADA accessible bathrooms in the Common Area.

I am available at your convenience to discuss these changes. I look forward to hearing from you.

Very truly yours,

GOLDEN _ MASANO _ BRADLEY



Heidi B. Masano

HBM/kmk

cc: Ms. Diane Keck (via e-mail)

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT DATED AS OF THE 1st DAY OF MAY, 2011, BY AND BETWEEN DENNIS G. AND SUSAN K. RHOADS ("LESSOR") OF P. O. BOX 4579, 3933 PERKIOMEN AVENUE, READING, PA 19606

AND

KECK ASSOCIATES, LLC 3933 PERKIOMEN AVENUE, READING, PA 19606 ("LESSEE")

WHEREAS ON FEBRUARY 25, 2006 THE LESSOR AND THE LESSEE ENTERED INTO A LEASE AGREEMENT FOR 2,178.52 SQ. FT. OF RETAIL SPACE AT 3933 PERKIOMEN AVENUE, READING PA 19606

WHEREAS, THE LESSOR AND LESSEE HAVE AGREED TO EXTEND THE TERM OF SAID LEASE FOR A PERIOD OF FIVE (5) YEARS, BEGINNING ON MAY 1, 2011, AND ENDING ON APRIL 30, 2016

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, THE LESSOR AND LESSEE DO HEREBY EXTEND SAID LEASE FOR SAID FIVE (5) YEAR TERM BY EXECUTING THIS AMENDMENT TO SAID LEASE.

IT IS ALSO AGREED THAT ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS CONTAINED IN THE LEASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND ARE HEREBY REAFFIRMED AND RATIFIED IN THEIR ENTIRETY.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE EXECUTED THIS AMENDMENT TO LEASE AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

Megan A. Rhoads
WITNESS

DENNIS G. AND SUSAN K. RHOADS

BY Dennis G. Rhoads Susan K. Rhoads

Megan A. Rhoads
WITNESS

KECK ASSOCIATES, LLC

BY [Signature]

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 21 day of June, 2007, by and between Dennis G. & Susan K. Rhoads, having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.
(hereinafter referred to as "Landlord");

AND

Dark Horse Photography, having a mailing address for the purposes of this Agreement until notice duly given of 3933 Perkiomen Avenue, Reading, PA 19606 (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE I Demised Premises

101. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite G107, containing 3,318 square feet, more or less, of rental floor area substantially as shown on Exhibit "A", attached hereto and incorporated herein by this reference thereto (hereinafter referred to as the "Demised Premises") in Building 3933 Perkiomen Avenue, Reading, PA hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate Berks County, Pennsylvania, and being the same Land described in Berks County Records in Deed Book Volume, page __ and page __.

102. The Demised Premises are in an office-retail building. In the Demised Premises, Landlord shall install the items and perform the work prescribed in Exhibit "B" attached hereto and incorporated herein by this reference thereto, if any. Any other work to be done therein shall be performed by Tenants at Tenant's expense and in accordance with Article XIV hereof.

ARTICLE II Use

201. Tenants shall use and occupy the Demised Premises for the following purpose only: Photography studio.

ARTICLE III Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 1st day of July, 2007, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 30th day of June, 2010, (hereinafter referred to as the "Expiration Date").

A. Tenant shall have the right to enter the Demised Premises, for the purpose of inspection, prior to the Commencement Date. Upon execution of this Agreement, Tenant shall be permitted to perform and do such work improvement additions as provided in accordance with the provisions of Exhibit "B", provided Tenant complies with all other terms of this Agreement.

302. Rental from the Commencement Date through the last day of the month in which the Commencement Date occurs shall be appointed at the annual rate based on a 360 day year.

ARTICLE IV

Rent

401. Tenant shall pay to the Landlord the annual minimum rent as shown on Exhibit "C", attached hereto and incorporated herein by this reference thereto in equal monthly installments in advance, each on the first day of each calendar month hereof.

402. In the event Tenant has performed all of the terms, covenants and conditions of this Agreement which are required of it, then and in that event, Tenant is hereby granted an option to extend this Agreement for the term shown on Exhibit "C", attached hereto beginning immediately upon the expiration of the initial term as defined in section 301 hereof during which extension period the annual rental shall be at the rates set forth in said Exhibit "C". The option provided for above shall be exercised by Tenant notifying Landlord in writing at least six (6) months before the expiration of the original term of this Agreement of its intention to exercise such option. If the option is not exercised as herein provided for, then the option shall be deemed waived and this Agreement shall terminate accordingly. If said option is exercised, all of the terms, conditions and covenants of this Lease Agreement shall continue in full force and effect and be binding upon the parties for the extended period except that the annual rental for the extension period shall be as set forth in Exhibit "C", attached hereto.

403. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check that such lesser amount is payment in full 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.

404. As security for Tenant's faithful performance of all Tenant's obligations under this Agreement and for Tenants' payment of any damages to which Landlord may be entitled, Landlord hereby acknowledges Tenant has deposited with Landlord the sum of one (1) months rent, to be returned thirty (30) days after the Tenant vacates the premises, provided the Demised Premises are undamaged, excepting reasonable wear and tear and losses required to be restored by Landlord under the terms of this Lease. Said security deposit is to be held in an interest bearing account with interest accruing to benefit of Tenant.

405. Intentionally deleted.

406. All sums payable hereunder by Tenant, or which are the expense of Tenant under this Lease Agreement are deemed and considered to be rent, and if not paid, Landlord shall have all the rights and remedies provided for herein and by law or equity for the nonpayment of rent.

407. All rent and all sums payable hereunder by Tenant to Landlord shall be payable without notice on demand in then legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V
Landlord's Services

501. As long as Tenant is not in default under any of the provisions of this Agreement, Landlord shall:

A. Furnish to Tenant and maintain and repair equipment for heating, ventilating and air conditioning servicing the Demised Premises (including air filters in said HVAC at change in seasons), except that any maintenance or repair to the same caused by Tenant negligence or acts of omission shall be paid for exclusively by Tenant;

B. Clean the common areas of the Building, provided the same are kept in order by Tenants;

C. Furnish a directory of the names of the Tenants and their building reference;

D. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;

E. Remove or cause to be removed, refuse, and rubbish from the common area designated by Landlord; but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenants shall on demand, pay the additional cost to Landlord;

F. Pay all real estate taxes assessed against the Project, Land and Building;

G. Maintain the Building and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

H. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenants and Tenant's employees, employees, sublessees and invitees in the parking area;

505. Without liability or responsibility to Tenants and without diminution of, or deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenants under this Agreement, when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's control.

ARTICLE VI
Miscellaneous Covenants of Tenant

601. Tenant shall:

A. Pay the rent and all sums due under this Agreement without notice or demand on the day and times and at the places that the same are payable and without abatement, deduction or set off;

B. Intentionally Deleted.

C. Keep the Demised Premises in good order and repair, reasonable wear and tear and damage by any casualty not occurring through an act of negligence of Tenants or Tenant's agents, employees, sublessees or invitees excepted, and on demand pay Landlord, as additional rent, the cost of repair or restoration of the Demised Premises or the Building or any part thereof if damaged in whole or in part by the negligence of Tenants, Tenant's agents, employees, sublessees or invitees;

D. Peaceably deliver up and surrender possession of the Demised Premises at the expiration or sooner termination of this Agreement, in the same condition in which Tenants has agreed to keep the same during the continuance of this Agreement, broom clean, and at such time without demand or delay deliver to Landlord keys for Demised Premises, and upon failure to deliver possession as aforesaid to pay to Landlord, at Landlord's option, an amount as liquidated damages which shall be computed by applying, for the period Tenant remains in possession thereafter, twice the highest rental rate under this Agreement;

E. Keep the Demised Premises in a clean and orderly manner, paying for the cleaning services for the Demised Premises; said cleaning services shall be performed in a manner satisfactory to Landlord and only by persons approved by Landlord;

F. Promptly correct any violation and comply with all laws, ordinances, notices, permits, or statements or occupancy, requirements, order, regulations and recommendations, now or hereafter in effect and of whatever nature, if any, and all the Federal, State, County, Municipal and/or other authorities and of the Board of Fire Underwriters and any insurance organizations or associations and/or companies, with respect to Tenant's conduct or use of the Demised Premises, and on demand, pay to Landlord, as additional rent, any and all increase in premiums on insurance (hazard and liability) now or hereafter carried by Landlord on the Demised Premises, Land and/or Building, which increases are caused in any way by Tenant's breach of any of the provisions of this agreement;

G. Not store hazardous or explosive materials, on the Demised Premises nor produce perceptible offensive odors, excessive noise or physical vibrations;

H. Use every reasonable precaution against fire or other casualty;

I. Give Landlord prompt written notice of any accident, fire, casualty or damage occurring on or to the Demised Premises, and of any defects in the apparatus in the Demised Premises; and

J. Cause all occupants of the Demised Premises to conduct themselves in such a manner as shall not be deemed improper or objectionable by Landlord.

602. Without the express written consent and approval of Landlord, Tenant, its

agents, employees, subcontractors or invitees or (when permitted) its assignees or sub-Tenants shall not do any of the following:

A. Occupy the Demised Premises in any manner or for any purpose except as permitted in this Agreement or agreed to in writing by Landlord.

B. Assign, mortgage or pledge this Agreement or underlet or sublet the Demised Premises or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

C. Make any alterations, improvements or additions to the Demised Premises;

D. Do or suffer to be done any act, matter or thing objectionable to insurance companies or in violation of the provisions of any insurance policies or whereby the said insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or on the Land and Building shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the execution hereof or at the time Tenants takes possession of the Demised Premises;

E. Remove, attempt to remove or manifest, in the reasonable opinion of Landlord, an intention to remove Tenant's goods or property from or out of the Demised Premises other than in the ordinary course of business, without having first paid Landlord all rent which may become due during the entire term of this Agreement;

F. Vacate or desert the Demised Premises during any term of this Agreement or permit the same to be empty or unoccupied;

G. Obstruct any sidewalks, halls, passageways, or stairways in said Building or Land or any other part thereof used in common with Landlord, the various Tenants and their invitees (hereinafter called "common areas") or use the same for any purpose other than egress and ingress to and from the Demised Premises;

H. Use or permit any of the toilet rooms, water closets, sinks or other apparatus or systems to be used for any purpose other than for which constructed or permit any sweepings, rubbish, rags, ashes, chemicals or refuse or other unsuitable substances to be thrown or placed therein;

I. Place or allow to be placed any items on the outside of the Building, on the windows, windowsills or projections thereof, that could be visible from outside the Buildings;

J. Use or operate any machinery that, in Landlord's opinion, is harmful to the Land or Building or disturbing to Tenants occupying other parts thereof;

K. Place any weights in any portion of the Building beyond the safe carrying capacity of the structure;

L. Permit any odor, noise, sound or vibration which may, in Landlord's judgment, in any way tend to impair the use of any part of the Land or Building or interfere with the business or occupancy of any other Tenants, or make or permit any disturbance of any kind in the

Building, or interfere in any way with other Tenants or those having business in the Building, or allow any occupant of the Demised Premises to conduct himself in a manner which Landlord in its sole opinion may deem improper or objectionable;

M. Keep upon or attach to the Demised Premises any goods or chattels which are the subject of a security agreement or other secured transaction, or use or keep upon or attach to the Demised Premises any goods, property or chattels unless owned by Tenants, or unless leased by Tenants without being exempt from levy for rent and other charges herein reserved or collectible as rent;

N. Cover or obstruct any of the floors, walls, partitions, skylights, windows, doors, or transoms, which reflect or admit light into any common areas;

O. Inscribe, paint or affix or permit to be inscribed, painted or affixed by anyone any sign, advertisement or notice on any part of the Building, inside or out without prior written consent of Landlord;

P. Bring in or remove from the Building any heavy or bulky object except by experienced movers or riggers approved in writing by Landlord, and only after notice, to, and approval by Landlord of the weight and size of the object and of the time, method and manner of bringing in or removing the same, or receive or remove from the Building any furniture or freight except as and during the hours designated by Landlord;

Q. Use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to, ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum, or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind;

R. Enter upon the roof of the Building;

S. Use electricity in the Demised Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises, or add to or alter the electrical system servicing the Demised Premises or connect thereto any additional fixtures, appliances or equipment other than lamps, typewriters and similar small office machines;

T. Use any part of the Demised Premises as sleeping rooms or apartments;

U. Use or occupy the Demised Premises or permit or suffer the same to be used or occupied in violation of the use regulation permit or statement of occupancy issued for said Building or in violation of any statute, ordinance or any requirement of any public authority, and the use permitted by this Agreement shall not be deemed a representation or guarantee by Landlord that such use is lawful or permitted under any permit or statement of occupancy, or otherwise;

V. Attach any awnings, antennae or other projection to the roof or outside walls of the Demised Premises or Building;

W. Execute or deliver any financing or security agreement or statement that would be lien upon the Demised Premises or the Land or the Building;

X. Place or operate, or permit to be placed or operated, any vending machines in the Demised Premises;

Y. Erect, make or maintain on or attach or affix to, any part of the Demised Premises or Building including the windows and doors, any sign, picture, television viewer or projection, or other representation or advertisement or notice of any kind, which is visible from any location outside of the Building or visible from the Lobby of the Building, and no loud speaker system or any other form of sound or audio transmission system or apparatus shall be used in or at the Demised Premises or Building by Tenants, any sub-Tenants, or their respective agents or employees, for advertising, promotional purposes or any other purpose without prior written consent of Landlord; and

Z. If Tenant is a corporation to liquidate or dissolve itself.

ARTICLE VII
RIGHTS OF LANDLORD

701. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or time and from time to time) in or about the Demised Premises and the Land or building:

A. Make rules and regulations as in its reasonable judgment are necessary for the safety, care and cleanliness of, and good order in the Demised Premises, Tenants, shall be a part of this lease, unless found unreasonable under Article XV hereof;

B. Discontinue any facility or service not expressly covenanted for herein, as they constitute no part of the consideration for this Agreement;

C. Control and prevent access to any part of the Building or land by all persons whose presence in the judgment of Landlord, or Landlord's employee, will be prejudicial to the safety, character, reputation or interest of the Building or its representative Tenants;

D. Prevent access to the Building by any person during any invasion, mob, riot, public excitement or other commotion by closing the doors or otherwise;

E. During other than business hours, refuse access to the building to any person unless such person seeking admission (i) is properly identified and (ii) produces a key to the Demised Premises;

F. Prescribe the hours and the method and manner in which any merchandise, furniture or heavy or bulky object shall be brought in or taken out of the Building and limit and prescribe the weight, size and proper position thereof;

G. Install, place upon or affix to the roof or exterior walls of the Demised Premises and/or the Building, equipment, signs, displays, antenna and any other object or structure provided it does not interfere with Tenant's occupancy;

H. Make alterations or additions to the Building;

I. Change the arrangement and/or location, or regulate the use, of all entrances, passageways, doorways, corridors and any other common areas in the Land or Building, whether or not connecting with any street, sidewalk, transportation facility, concourse, or any other building, and of all stairs, toilets, and public conveniences which are not within the Demises Premises;

J. To change the name of the building without incurring any obligation to Tenants;
and

K. Enter and go upon the Demised Premises and every part thereof by itself or its duly authorized agents, by a master key or by forcible entry without rendering Landlord or its agents liable or subject to any action or prosecution therefore and without affecting the obligations of Tenants under this Agreement, for the purpose of doing any of the following things:

i) Inspect the Demised Premises and every part thereof and made decorations, repairs, alterations and additions thereto and to the Building and run wires, utility systems or appurtenances thereto and take material as required into and upon the Demised Premises, all as Landlord shall deem necessary for the safety, improvement, preservation or restoration of the building, or the Demised Premises, or for the safety or convenience of the present or future occupants thereof;

ii) Exhibit the Demised Premises to prospective Tenants or Purchasers and anyone else having an interest or prospective interest therein;

iii) Render any service to the Building or any Tenants or occupant, or exercise any of the Landlord's right; and

iv) Take possession and alter, renovate and redecorate at any time within one month prior to the expiration of this Agreement if Tenants has removed all or substantially all of Tenant's property.

ARTICLE VIII Covenant of Quiet Enjoyment

801. Landlord warrants that:

A. Landlord has the power and authority to enter into this Agreement; and

B. Tenants shall quietly enjoy the Demised Premises without hindrance by Landlord or anyone claiming under Landlord, subject however to all the provisions of this Agreement and the instruments referred to in the Article XIII.

ARTICLE IX Insurance And Indemnification

901. Tenants agrees to indemnify and save Landlord harmless from any and all liability, claims, damages, losses, litigations, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of the use and occupancy of the Demised Premises by Tenants; or

B. Tenant's failure to perform its obligations under this Agreement.

902. Tenants shall maintain and pay for sufficient public liability insurance to cover such indemnification with companies reasonably acceptable to Landlord, naming Landlord and Tenants as the insured, with minimum limits of \$1,000,000 in respect of injuries or death of any one person and \$2,000,000 in respect of any one accident or disaster, and \$30,000 in respect of property damaged or destroyed. Tenants shall deposit such insurance policy or policies or certificates of such insurance with Landlord with endorsements thereto indicating that:

A. The policy will not be cancelled without at least thirty (30) days' prior written notice to Landlord; and

B. No act or omission of Tenants will invalidate the interest of Landlord under said insurances.

903. Landlord and Tenants hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the property covered by any insurance then in force even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies or insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder. Landlord and Tenants shall each have such clause in its fire and extended coverage insurance policies, if available, without charge, and if there be a charge, shall notify the other party and in such event, shall have the clause if the other party agrees to pay such extra charge.

ARTICLE X Waiver of Claims

1001. Landlord and Landlord's agent, servants and employees shall not be liable for, and Tenants hereby releases Landlord and Landlord's agents, servants and employees from all claims for injury or damage to person or loss of or damage to property (including any disappearance or theft of property and any loss or interruption of business) sustained by Tenants, any person claiming through Tenants, resulting from any fire, accident, occurrence or condition in or upon the Demised Premises, Land, Building, streets, sidewalks, or other areas abutting or adjacent to said Land or Building, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or

appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon or about the Land, Building or Demised Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such Building or Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (xi) any act or omission of Landlord, its agents, servants, and employees, unless said act or omission shall constitute a willful breach of law; (xii) any act or omission of parties other than Landlord, its employees or agents.

ARTICLE XI Condemnation

1101. Tenant hereby waives any injury, loss of damage or claim therefore against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Demised Premises or the air rights, Land or Building except Tenant reserves against the condemning authority Tenant's right to and claim for any damages for the interruption of Tenant's business, Tenant's moving expenses and for the taking of Tenant's personal property and/or fixtures. All awards by the condemning authority for the taking of air rights, Land or Building shall belong exclusively to the Landlord.

1102. In the event substantially all of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain, this Agreement shall terminate as of the date of the right to possession vests in the condemning authority and rent shall be apportioned as of the date. If only a part of the Demised Premises shall be so taken, and this Agreement is not terminated as hereinafter provided, the rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority.

1003. In the event any part of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Demised Premises are not suitable for Tenant's use, Tenant may, by written notice to Landlord given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

1004. In the event any part of the Building shall be taken as a result of the exercise of a power of eminent domain (whether or not the Demised Premises shall be affected) and the remainder of said Building shall not, in the opinion of Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenants given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

ARTICLE XII Damage or Destruction

1201. If the Demised Premises are damaged by the elements, fire or other casualty not due to Tenant's negligence, Landlord shall repair the damage but the rent shall not be abated unless the Demised Premises are thereby rendered untenable in whole or in part. If the Demised Premises are rendered untenable only in part, the rental shall be abated in proportion

to the part rendered untenable and if the Demised Premises shall be rendered wholly untenable, the entire rent shall be abated provided, however, in such event, Landlord shall have the right, if such untenable Demised Premises can not be restored within one hundred eighty (180) days from the date the damage was suffered, to terminate this Agreement as of the date of occurrence by written notice to Tenants within ten (10) days thereafter, and in such case the rent shall be adjusted as of the termination date and Landlord need not repair or restore.

1202. If the Building shall, in Landlord's opinion, be substantially damaged by the elements, fire or other casualty, Landlord shall have the right, by written notice to Tenants within ten (10) days after said occurrence, to terminate this Agreement (unless terminated pursuant to section 1201) and in such event this Agreement shall end as of the date of such notice and the rent shall be adjusted accordingly.

ARTICLE XIII
Subordination to Landlord's Document of Possession and Mortgage

1301. Tenant acknowledges that this Agreement and Tenant's rights hereunder are subject and subordinate to all agreements, deeds, leases, and titles, by and through which Landlord has possession of the Demised Premises and Building (hereinafter referred to as "Landlord's Documents of Possession") and to all mortgages, now or hereafter placed upon the Landlord's estate in the Land, Building and the Demised Premises.

1302. Landlord covenants and warrants that Landlord has the right to enter into this Agreement and that the rights granted hereunder to Tenant, and the exercise thereof in accordance with the provisions of this Agreement will not violate Landlord's Documents of Possession or constitute a default thereunder.

ARTICLE XIV
Alterations and Services by Tenants and Trade Fixtures

1401. Tenant shall not do any work in or about the Demised Premises or make any alterations or additions thereto without the prior written consent of Landlord. All such work to which Landlord consents shall be performed and installed at Tenant's sole cost and expense in accordance with plans and specifications to be supplied by Tenants, which plans and the contractors, subcontractors and all suppliers of labor and material shall in all instances first be subject to Landlord's approval. During the work, Tenant shall maintain such insurances as Landlord may require for the benefit of Landlord.

1402. No work or installation by Tenant at the Demised Premises shall be done except after the filing of waiver of the right to file any lien therefore (commonly known as a mechanic's and/or materialman's lien) with Landlord, so as to constitute an effective waiver by anyone having a right to file such a lien. If any such lien is filed as a result of work performed at the Demised Premises by Tenant's contractor or materialman, Tenant shall furnish a guarantee by Each of Tenant's prime contractors and materialmen for the benefit of Landlord, Tenant and such other parties as Landlord shall designate, that all work, materials and equipment will be in accordance with the plans and specifications and that they will promptly, upon notice, correct and repair at their own cost and expense any deficiency, defect, fault or imperfection of material, equipment or workmanship.

1403. Any alterations, improvements or additions made by Tenant shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the property of Landlord unless prior to the termination of this Agreement Landlord gives Tenants written notice to remove same in which event Tenant shall remove the same and restore the Demised Premises to the same good order and condition in which they were at the time of delivery of possession to Tenant, normal wear and tear excepted. Should Tenant fail to do this, Landlord may perform Tenant's obligation to do so and Tenant shall pay the costs and expense thereof to Landlord as additional rent upon demand.

1404. All trade fixtures installed by Tenant to the Demised Premises shall remain the property of Tenant and shall be removed on or before the Termination Date of this Agreement but may not be removed without Landlord's express written consent at any time when Tenants is in default under any provision of this Agreement. At Landlord's option, any trade fixtures not removed on or before the Termination Date shall either become Landlord's property or Landlord may remove and dispose of them and in such event, Tenant shall pay the cost and expense thereof to Landlord as additional rent upon demand. Tenant shall promptly restore the Demised Premises to the original order and condition upon removal of trade fixtures.

ARTICLE XV
Rules and Regulations

1501. Rules and regulations dealing with the land, building and various Tenants thereof and additions, alterations or modifications of said rules and regulations may from time to time be made by landlord and shall be effective and part of this Agreement at the time notice thereof is given to Tenants.

1502. If Tenant disputes the reasonableness of any Rule or Regulation hereafter made by Landlord, the parties hereto shall submit the question of the reasonableness of such Rule or Regulation for decision to the National Association of Building Owners and Managers or to such impartial person or persons as they may designate, whose determination shall be final and conclusive upon the parties hereto. Tenant's right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived unless asserted by the service of a written notice upon Landlord within then (10) days after notice of the adoption of such additional Rule or Regulation. Pending resolution of such dispute, Tenants shall nevertheless comply with the Rule or Regulation in question as well as all others. Nothing in this Agreement contained shall be construed to impose upon Landlord any duty or obligation to enforce against any other Tenants Rules or Regulations or the terms, covenants or conditions in any other lease, and Landlord shall not be liable to Tenants for violation of the same by any other Tenants, its servants, employees, agents, visitors or licensees. Wherever there is any conflict between the Rules and Regulations, and the other provisions of this Agreement, the latter shall govern.

ARTICLE XVI
Performance of Tenant's Covenants

1601. Except for the payments of rent, reserved herein which shall be payable when due, Tenants shall perform all agreements on its part to be performed and shall perform the same promptly upon receipt of written notice of nonperformance; if Tenants does not perform to Landlord's satisfaction within ten (10) business days, begin within such period and thereafter

proceed to completion with due diligence), Landlord may, at Landlord's option, perform for Tenants and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises without liability to Tenants for any loss or damage resulting therefrom; and Tenants shall pay the cost and expense of such performance to Landlord as additional rent upon demand.

ARTICLE XVII

Notices

1701. That whenever notice is provided for in this Agreement, it shall be given in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, mailed by certified mail, return receipt requested, proper postage attached, to the party or parties to whom addressed at the address set forth on page 1 of this Agreement. Any party may change the address to which notice shall be delivered or mailed by notice duly given.

ARTICLE XVIII

Events of Default

1801. Each of the following shall constitute an event of default hereunder:

- A. Tenant discontinuing its business in the Demised Premises;
- B. The filing by or against Tenant of a petition for adjudication as a bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenant's property, an assignment by Tenant for the benefit of creditors, or the taking possession of Tenant's property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenants;
- C. Tenant failing to pay any sum herein required to be paid by Tenant when due;
- D. Tenant vacating or deserting the Demised Premises or permitting the same to be empty or unoccupied;
- E. Tenant removing, attempting to remove or manifesting an intention to remove Tenant's goods or property from the Demised Premises (except in the ordinary and usual course of business) without having first paid Landlord all the rent for the balance due of the lease term;
- F. Tenant failing to perform any other covenant or condition of this Agreement within ten (10) days after written notice and demand, or, if the performance requires more than ten (10) days to complete, failing to begin performance within then (10) days and completing diligently thereafter; and
- G. Tenant failing to take possession or execute an agreement as to substantial completion of the Demised Premises within ten (10) days after possession is tendered ready for occupancy.

Listing the above does not limit Landlord's action upon default where the causes or similar application exist.

ARTICLE XIX
Rights of Landlord Upon Default by Tenants

1901. In the event of the occurrence of an event of default hereunder, as provided for in Article XVIII, Landlord may, at Landlord's option:

A. Terminate this Agreement without notice to Tenant whereupon Tenant shall peacefully surrender the Demised Premises to Landlord, and Landlord may re-enter the Demised Premises and repossess them by force, summary proceedings, ejectment or otherwise, and may dispossess Tenants and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income therefrom. At any time after such expiration, Landlord may relet the Demised Premises or any part thereof in the name of Landlord, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such conditions as the Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part therefore or for any failure to collect any rent due upon any such reletting. No such expiration of this Agreement shall relieve Tenant of its liability and obligation under this Agreement, and such liability and obligations shall survive any such expiration, whether or not the Demised Premises or any part thereof shall have been relet, the Tenant shall pay to Landlord the rent and additional rent required to be paid by Tenants up to the time of such expiration, and thereafter, Tenant, until the end of what would have been the term of this Agreement in the absence of such expiration, shall be liable to Landlord for and shall pay to Landlord on the days on which the rent and additional rent would have been payable under this Agreement, if it were still in effect, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenants if this Agreement were still in effect less the net proceeds of any reletting effected as set out hereinabove, if any after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, commissions, reasonable legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.

B. Recover from the Tenant, on demand, whether or not the Landlord shall have collected any monthly deficiency, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term and the then fair and reasonable rental value of the Demised Premises for the same period. In the computation of such damages, the difference between any installment of the rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four (4%) percent per annum. If the Demised Premises or any part thereof, is relet by the Landlord for the unexpired term of this Agreement or any part thereof, before presentation of proof of such liquidation damages to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair reasonable rental value for the part or the whole of the premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings, in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

C. Exercise any and all other rights and/or remedies granted or allowed Landlord by any existing or future statute, act of assembly or any law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a Tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such statute, act of assembly or other law of this state existing for the protection and benefits of Tenants.

D. Exercise any and all other rights and remedies contained in this Agreement including the rights and remedies provided by Sections 1902. and 1903.

1902. Tenant covenants and agrees that if the rent and/or any charges reserved in this Agreement as rent (including all accelerations of rent permissible under the provisions of this Agreement), shall remain unpaid five (5) days after the same is required to be paid, then and in that event, Landlord may cause judgment to be entered against Tenants, and for that purpose Tenants hereby authorizes and empowers Landlord or any Prothonotary, Clerk of Court, or Attorney of any Court of Record, to appear for and confess judgment against Tenants and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. for the recovery from Tenants of all rent hereunder (including all accelerations of rent permissible under the provisions of this Agreement) and/or for all charges reserved as rent, as well as for interest and costs and reasonable attorney's commissions, for which authorization to confess judgment, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Tenants for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this Agreement) and/or charges reserved hereunder as rent, as well as for interest and costs, together with an attorney's commission of five (5%) of the full amount of Landlord's claim against Tenants, but not to be less than \$500. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforescribed sums after they become due as herein provided as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of the Agreement.

1903. Tenant covenants and agrees that if this Agreement shall be terminated (either because of condition broken during the term of this Agreement or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Landlord may cause judgment in Ejectment to be entered against Tenant for possession of the Demised Premises, and for that purpose Tenant hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court Record, to appear for Tenants and confess judgment against Tenants in ejectment or possession of the Demised Premises and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2970, et seq. for the entry of an order in Ejectment for the possession of real property, and Tenants further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of the writ or writs possession pursuant thereto, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Tenants further covenants and agrees that if for any reason whatsoever, after said action shall have commenced, the action shall be terminated and possession of the Demised Premises hereunder shall remain in or be restored to Tenant, Landlord shall have the right, upon any subsequent default or defaults, or upon the termination of this Agreement as set forth above, to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the Demised Premises.

1904. In any procedure or action to enter Judgment by Confession for Money pursuant to Section 1902 hereof, or to enter Judgment by Confession in Ejectment for possession of real property pursuant to Section 1903 hereof, if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Landlord to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this Agreement (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice the contrary notwithstanding.

1905. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in the Agreement, and all liability therefore. Tenant further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the Demised Premises either at the end of the term or sooner termination of this Agreement, or for non-payment of rent or for any other reason, Tenants specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days notice shall be sufficient in either or any such case.

1906. The right to enter judgment against the Tenants by confession and to enforce all of the other provisions of this Agreement herein provided for may at the option of any assignee of this Agreement, be exercised by any assignee of the Landlord's right, title and interest in this Agreement in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

1907. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or in equity shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenants for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein provided for the recovery of rent be constructed as a waiver of the right to obtain possession of the Demised Premises.

ARTICLE XX Custom and Usage

2001. Landlord shall have the right at all times to enforce the covenants and conditions of this Agreement in strict accordance with the terms hereof despite any conduct or custom on the part of the Landlord in refraining from doing so at any time or times, and despite any contrary law, usage or custom or any failure by Landlord to enforce its rights at any time or times.

ARTICLE XXI
Scope and Interpretation of Agreement

2101. The Agreement is the only agreement between the parties hereto pertaining to the Demised Premises, and all negotiations and oral agreements acceptable to the parties are included herein. The laws of Commonwealth of Pennsylvania Shall govern the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXII
Captions

2201. Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXIII
Severability

2301. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

ARTICLE XXIV
Parties, Successors, Assigns

2401. The term "Tenant" shall refer to each and every person or party mentioned as a Tenant herein, be the same one or more. If there shall be more than one Tenants, they shall be bound jointly and severally by all the terms, covenants and conditions of this Agreement and any notice required or permitted by the terms of this agreement may be given by or to anyone thereof and shall have the same force and effect as if given by or to all.

2602. The term "Landlord" as used in this Agreement shall refer only to the owner for the time being of Landlord's part. The Landlord shall be and is hereby relieved of all covenants obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part and it shall be construed without further agreement to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the Building of which it is a part. The provisions of this Article XXIV shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under this Agreement shall be and is hereby limited to Landlord's interest in the Demised Premises and the Building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenant or to any other person by reason of this Agreement the execution thereof, or the acquisition of Landlord's interest.

2403. Subject to the provisions of Section 2402 hereof, all rights, obligations and liabilities hereupon given to or imposed upon respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-Tenants and assigns of said parties.

ARTICLE XXV
ADDITIONAL PROVISIONS

2501. It is further agreed between the parties of this Agreement: Exhibits "A" through "C" are part of this Agreement and are attached hereto.

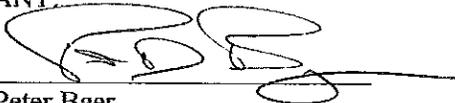
IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the day and year first above written.

LANDLORD:

BY: _____
Dennis G. Rhoads

BY: _____
Susan K. Rhoads

TENANT:

BY: 
Peter Baer
Dark Horse Photography

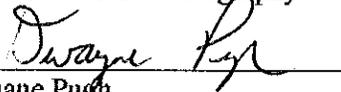
BY: 
Duane Pugh
Dark Horse Photography

EXHIBIT "C"
To Lease Agreement

Dated

By and Between Dennis G. and Susan K. Rhoads ("Landlord")
And Dark Horse Photography ("Tenant")

It is hereby agreed and understood between the parties that it is the Landlord's intent to create a Gross lease hereunder and that base rent, CAM and utilities are included in the rates below.

Lease Year	Rental Rate
1	\$1900.00/Month Gross ⁷
2	\$1957.00/Month Gross ⁸
3	\$2015.71/Month Gross ⁹

1st Renewal Period:

Each year of the renewal term, rental rate will increase 3% per year.

Addendum to Lease Agreement
By and Between
Dennis G and Susan K Rhoads ("Landlord")
And
Dark Horse Photography ("Tenant")
Dated

It is hereby agreed and understood between the Landlord and Tenant that Tenant currently has the use of 3,318 square feet as outlined in Exhibit "A" attached to the Lease Agreement. However, at any time and at Landlord's option, Landlord may retake approximately 700 square feet of space to create lower level bathrooms with no abatement of rent to Tenant.

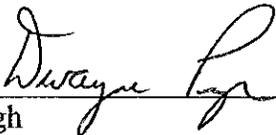
It is further agreed and understood that Tenant may take possession of the Demised Premises on or before July 2, 2007, to complete their tenant improvements. Should Tenant begin business operations in the Demised Premises before August 1, 2007, rent shall be pro-rated from the date business operations began to July 31, 2007.



Dennis G Rhoads
Landlord



Susan K Rhoads
Landlord



Duane Pugh
Tenant



Peter Bayer
Tenant

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT DATED AS OF THE ____ DAY OF _____, BY AND BETWEEN DENNIS G. AND SUSAN K. RHOADS ("LESSOR") 3933 PERKIOMEN AVENUE, READING, PA 19606

AND

DARK HORSE PHOTOGRAPHY OF 3933 PERKIOMEN AVENUE, READING, PA 19606 ("TENANT")

WHEREAS ON JUNE 21, 2007, THE LESSOR AND THE LESSEE ENTERED INTO A LEASE AGREEMENT FOR SUITE G-107 AT 3933 PERKIOMEN AVENUE, READING, PA 19606 AND

WHEREAS SAID LEASE HAS EXPIRED AS OF JULY 31, 2010 AND

WHEREAS THE LESSOR AND LESSEE HAVE AGREED TO EXTEND THE ORIGINAL TERM OF THE LEASE AND TO CHANGE THE EXPIRATION DATE FOR FUTURE ANNUAL RENEWALS OF THE LEASE.

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. THE LEASE SHALL BE EXTENDED FROM AUGUST 1, 2010 TO MARCH 31, 2012 AT THE SAME MONTHLY RENTAL RATE AS THE AT THE LAST MONTH OF THE PRIOR LEASE TERM WHICH WAS \$2,015.71.
2. ITEM 402 OF THE LEASE SHALL BE AMENDED AS FOLLOWS:

"IN THE EVENT TENANT HAS PERFORMED ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THIS AGREEMENT WHICH ARE REQUIRED OF IT, THEN AND IN THAT EVENT, TENANT IS HEREBY GRANTED AN OPTION TO EXTEND THIS AGREEMENT FOR THREE PERIODS OF ONE (1) YEAR EACH. FAILING TO GIVE LESSOR NOTICE OF THEIR INTENT NOT TO EXTEND THIS AGREEMENT SIXTY (60) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM, THIS AGREEMENT SHALL AUTOMATICALLY EXTEND FOR ONE ADDITIONAL YEAR."

IT IS ALSO AGREED THAT ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS CONTAINED IN THE LEASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND ARE HEREBY REAFFIRMED AND RATIFIED IN THEIR ENTIRETY, INCLUDING THAT FOR EACH YEAR THIS AGREEMENT IS EXTENDED BEYOND MARCH 31, 2012 THE ANNUAL RENTAL SHALL BE INCREASED BY THREE PERCENT (3%).

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE EXECUTED THIS AMENDMENT TO LEASE AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Joan A Russell
WITNESS

Dennis G. and Susan K. Rhoads
DENNIS G. AND SUSAN K. RHOADS

Joan A Russell
WITNESS

DARK HORSE PHOTOGRAPHY

BY: Dwayne G. Rhoads

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 15th day of September, 2011, by and between Dennis G. & Susan K. Rhoads, having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.
(hereinafter referred to as "Landlord");

AND

CruiseOne, having a mailing address for the purposes of this Agreement until notice duly given of P.O. Box 4579, Reading, PA. (hereinafter referred to as "Tenant").

W I T N E S S E T H:

ARTICLE I Demised Premises

101. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Building and Equipment, containing 2,000 square feet, more or less, of rental floor area substantially as shown on Exhibit "A", attached hereto and incorporated herein by this reference thereto (hereinafter referred to as the "Demised Premises") erected on the parcel of land (hereinafter referred to as the "Land") situate Berks County, Pennsylvania.

102. The Demised Premises is a storefront travel agency.

ARTICLE II Use

201. Tenants shall use and occupy the Demised Premises for the following purpose only: Office and selling tours and travel..

ARTICLE III Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 15th day of September 2011, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 14th day of September, 2021, (hereinafter referred to as the "Expiration Date").

A. Tenant shall have the right to enter the Demised Premises, for the purpose of inspection, prior to the Commencement Date. Upon execution of this Agreement, Tenant shall be permitted to perform and do such work improvement additions as provided in accordance with the provisions of Exhibit "B", provided Tenant complies with all other terms of this Agreement.

302. Rental from the Commencement Date through the last day of the month in which the Commencement Date occurs shall be appointed at the annual rate based on a 360 day year.

LANDLORD:

BY:


Dennis G. Rhoads

BY:


Susan K. Rhoads

TENANT:

BY:


Dennis G. Rhoads
CruiseOne

Dated

By and Between Dennis G. and Susan K. Rhoads ("Landlord")
And CruiseOne ("Tenant")

It is hereby agreed and understood between the parties that it is the Landlord's intent to create a Gross lease hereunder and that base rent, CAM and utilities are included in the rates below.

Lease Year	Rental Rate
1	\$2,000.00/Month Gross
2	\$2,060.00/Month Gross
3	\$2,121.80/Month Gross

Attn: Debbie

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 15th day of October, 2007, by and between Dennis G. & Susan K. Rhoads, having a mailing address for the purposes of this Agreement until notice of change duly given of P.O. Box 4579, 3933 Perkiomen Avenue, Reading, PA 19606.
(hereinafter referred to as "Landlord");

AND

Jeffrey L. Maffett and Computer Aid Inc. having a mailing address for the purposes of this Agreement until notice duly given of 3933 Perkiomen Avenue, Reading, PA 19606 (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE I
Demised Premises

101. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite G109, containing 162 square feet, more or less, of rental floor area (hereinafter referred to as the "Demised Premises") in Building 3933 Perkiomen Avenue, Reading, PA hereinafter referred to as the "Building") erected on the parcel of land (hereinafter referred to as the "Land") situate Berks County, Pennsylvania, and being the same Land described in Berks County Records in Deed Book Volume, page 4198 and page 263.

102. The Demised Premises are in an office-retail building

ARTICLE II

Use

201. Tenants shall use and occupy the Demised Premises for the following purpose only: office.

ARTICLE III

Term and Possession

301. Subject to Section 302 hereof, the term of this Agreement shall begin on the 1st day of November, 2007, (hereinafter referred to as the "Commencement Date"), and end at midnight on the 31st day of October, 2009, (hereinafter referred to as the "Expiration Date").

302. Notwithstanding the Commencement and Expiration Dates set forth above, if the Demised Premises is not ready for occupancy on the Commencement Date set forth above, the Commencement Date of the term of this Agreement shall be the date Tenant is tendered delivery of possession of the Demised Premises ready for occupancy in accordance with Section 303 hereof or the date Tenant takes possession of the Demised Premises, whichever date is earlier. If the Commencement Date is not the first day of the month, the term of this Agreement shall expire at midnight on the last day of the calendar month in which the 5th anniversary of the Commencement Date occurs; rental from the Commencement Date through the last day of the month in which the Commencement Date occurs shall be appointed at the annual rate based on a 360 day year. As soon as determined, the parties hereto shall confirm in writing the Commencement and Expiration Dates and that the Agreement is in effect and that Tenant is in occupancy.

ARTICLE IV

Rent

401. Tenant shall pay to the Landlord the annual minimum rent as shown on Exhibit "C", attached hereto and incorporated herein by this reference thereto in equal monthly installments in advance, each on the first day of each calendar month, hereof, except the first monthly installment shall be paid upon execution of this agreement.

402. In the event Tenant has performed all of the terms, covenants and conditions of this Agreement which are required of it, then and in that event, Tenant is hereby granted an option to extend this Agreement for the term shown on Exhibit "C", attached hereto beginning immediately upon the expiration of the initial term as defined in section 301 hereof during which extension period the annual rental shall be at the rates set forth in said Exhibit "C". The option provided for above shall be exercised by Tenant notifying Landlord in writing at least six (6) months before the expiration of the original term of this Agreement of its intention to exercise such option. If the option is not exercised as herein provided for, then the option shall be deemed waived and this Agreement shall terminate accordingly. If said option is exercised, all of the terms, conditions and covenants of this Lease Agreement shall continue in full force and effect and be binding upon the parties for the extended period except that the annual rental for the extension period shall be as set forth in Exhibit "C", attached hereto.

403. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check that such lesser amount is payment in full 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.

404. As security for Tenant's faithful performance of all Tenant's obligations under this Agreement and for Tenants' payment of any damages to which Landlord may be entitled, Landlord hereby acknowledges Tenant has deposited with Landlord the sum of one (1) months rent, to be returned thirty (30) days after the Tenant vacates the premises, provided the Demised Premises are undamaged. Said security deposit is to be held in an interest bearing account with interest accruing to benefit of Tenant.

405. All sums payable hereunder by Tenant, or which are the expense of Tenant under this Lease Agreement are deemed and considered to be rent, and if not paid, Landlord shall have all the rights and remedies provided for herein and by law or equity for the nonpayment of rent.

406. All rent and all sums payable hereunder by Tenant to Landlord shall be payable without notice on demand in then legal currency of the United States for the payment of public and private debts and shall be mailed to the Landlord at the Landlord's address shown on page 1 of this Agreement or any other address given in accordance with the terms of this Agreement.

ARTICLE V
Landlord's Services

501. As long as Tenant is not in default under any of the provisions of this Agreement, Landlord shall:

A. Furnish to Tenant and maintain and repair equipment for heating, ventilating and air conditioning servicing the Demised Premises (including air filters in said HVAC at change in seasons), except that any maintenance or repair to the same caused by Tenant negligence or acts of omission shall be paid for exclusively by Tenant;

B. Clean the common areas of the Building, provided the same are kept in order by Tenants;

C. Furnish a directory of the names of the Tenants and their building reference;

D. Replace all electric lamps and lights, bulbs and tubes in the common area of the Building as from time to time shall be necessary;

E. Remove or cause to be removed, refuse, and rubbish from the common area designated by Landlord; but it shall be Tenant's responsibility to deposit refuse and rubbish in the areas (container) designated by Landlord; provided, should removal of refuse and rubbish in larger quantities or more often than contemplated by Landlord be necessary, Tenants shall on demand, pay the additional cost to Landlord;

F. Pay all real estate taxes assessed against the Project, Land and Building;

G. Maintain the Building and grounds surrounding the aforesaid Building in a neat and orderly fashion; and

H. Provide for and maintain (including snow removal), automobile parking spaces for the use by Tenants and Tenant's employees, employees, sublessees and invitees in the parking area;

505. Without liability or responsibility to Tenants and without diminution of, or deduction from rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenants under this Agreement, when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's control.

ARTICLE VI
Miscellaneous Covenants of Tenant

601. Tenant shall:

A. Pay the rent and all sums due under this Agreement without notice or demand on the day and times and at the places that the same are payable and without abatement, deduction or set off;

B. Keep the Demised Premises in good order and repair, reasonable wear and tear and damage by any casualty not occurring through an act of negligence of Tenants or Tenant's agents, employees, sublessees or invitees excepted, and on demand pay Landlord, as additional rent, the cost of repair or restoration of the Demised Premises or the Building or any part thereof if damaged in whole or in part by the negligence of Tenants, Tenant's agents, employees, sublessees or invitees;

C. Peaceably deliver up and surrender possession of the Demised Premises at the expiration or sooner termination of this Agreement, in the same condition in which Tenants has agreed to keep the same during the continuance of this Agreement, broom clean, and at such time without demand or delay deliver to Landlord keys for Demised Premises, and upon failure to deliver possession as aforesaid to pay to Landlord, at Landlord's option, an amount as liquidated damages which shall be computed by applying, for the period Tenant remains in possession thereafter, twice the highest rental rate under this Agreement;

D. Keep the Demised Premises in a clean and orderly manner, paying for the cleaning services for the Demised Premises; said cleaning services shall be performed in a manner satisfactory to Landlord and only by persons approved by Landlord;

E. Promptly correct any violation and comply with all laws, ordinances, notices, permits, or statements or occupancy, requirements, order, regulations and recommendations, now or hereafter in effect and of whatever nature, if any, and all the Federal, State, County, Municipal and/or other authorities and of the Board of Fire Underwriters and any insurance organizations or associations and/or companies, with respect to Tenant's conduct or use of the Demised Premises, and on demand, pay to Landlord, as additional rent, any and all increase in premiums on insurance (hazard and liability) now or hereafter carried by Landlord on the Demised Premises, Land and/or Building, which increases are caused in any way by the occupancy of Tenants or by breach of any of the provisions of this agreement;

F. Not store hazardous or explosive materials, on the Demised Premises nor produce perceptible offensive odors, excessive noise or physical vibrations;

G. Use every reasonable precaution against fire or other casualty;

H. Give Landlord prompt written notice of any accident, fire, casualty or damage occurring on or to the Demised Premises, and of any defects in the apparatus in the Demised Premises; and

I. Cause all occupants of the Demised Premises to conduct themselves in such a manner as shall not be deemed improper or objectionable by Landlord.

602. Without the express written consent and approval of Landlord, Tenant, its

agents, employees, subcontractors or invitees or (when permitted) its assignees or sub-Tenants shall not do any of the following:

- A. Occupy the Demised Premises in any manner or for any purpose except as permitted in this Agreement or agreed to in writing by Landlord.
- B. Assign, mortgage or pledge this Agreement or underlet or sublet the Demised Premises or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld;
- C. Make any alterations, improvements or additions to the Demised Premises;
- D. Do or suffer to be done any act, matter or thing objectionable to insurance companies or in violation of the provisions of any insurance policies or whereby the said insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or on the Land and Building shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the execution hereof or at the time Tenants takes possession of the Demised Premises;
- E. Remove, attempt to remove or manifest, in the reasonable opinion of Landlord, an intention to remove Tenant's goods or property from or out of the Demised Premises other than in the ordinary course of business, without having first paid Landlord all rent which may become due during the entire term of this Agreement;
- F. Vacate or desert the Demised Premises during any term of this Agreement or permit the same to be empty or unoccupied;
- G. Obstruct any sidewalks, halls, passageways, or stairways in said Building or Land or any other part thereof used in common with Landlord, the various Tenants and their invitees (hereinafter called "common areas") or use the same for any purpose other than egress and ingress to and from the Demised Premises;
- H. Use or permit any of the toilet rooms, water closets, sinks or other apparatus or systems to be used for any purpose other than for which constructed or permit any sweepings, rubbish, rags, ashes, chemicals or refuse or other unsuitable substances to be thrown or placed therein;
- I. Place or allow to be placed any items on the outside of the Building, on the windows, windowsills or projections thereof, that could be visible from outside the Buildings;
- J. Use or operate any machinery that, in Landlord's opinion, is harmful to the Land or Building or disturbing to Tenants occupying other parts thereof;
- K. Place any weights in any portion of the Building beyond the safe carrying capacity of the structure;
- L. Permit any odor, noise, sound or vibration which may, in Landlord's judgment, in any way tend to impair the use of any part of the Land or Building or interfere with the business or occupancy of any other Tenants, or make or permit any disturbance of any kind in the

Building, or interfere in any way with other Tenants or those having business in the Building, or allow any occupant of the Demised Premises to conduct himself in a manner which Landlord in its sole opinion may deem improper or objectionable;

M. Keep upon or attach to the Demised Premises any goods or chattels which are the subject of a security agreement or other secured transaction, or use or keep upon or attach to the Demised Premises any goods, property or chattels unless owned by Tenants, or unless leased by Tenants without being exempt from levy for rent and other charges herein reserved or collectible as rent;

N. Cover or obstruct any of the floors, walls, partitions, skylights, windows, doors, or transoms, which reflect or admit light into any common areas;

O. Inscribe, paint or affix or permit to be inscribed, painted or affixed by anyone any sign, advertisement or notice on any part of the Building, inside or out without prior written consent of Landlord;

P. Bring in or remove from the Building any heavy or bulky object except by experienced movers or riggers approved in writing by Landlord, and only after notice, to, and approval by Landlord of the weight and size of the object and of the time, method and manner of bringing in or removing the same, or receive or remove from the Building any furniture or freight except as and during the hours designated by Landlord;

Q. Use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to, ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum, or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind;

R. Enter upon the roof of the Building;

S. Use electricity in the Demised Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises, or add to or alter the electrical system servicing the Demised Premises or connect thereto any additional fixtures, appliances or equipment other than lamps, typewriters and similar small office machines;

T. Use any part of the Demised Premises as sleeping rooms or apartments;

U. Use or occupy the Demised Premises or permit or suffer the same to be used or occupied in violation of the use regulation permit or statement of occupancy issued for said Building or in violation of any statute, ordinance or any requirement of any public authority, and the use permitted by this Agreement shall not be deemed a representation or guarantee by Landlord that such use is lawful or permitted under any permit or statement of occupancy, or otherwise;

V. Attach any awnings, antennae or other projection to the roof or outside walls of the Demised Premises or Building;

W. Execute or deliver any financing or security agreement or statement that would be lien upon the Demised Premises or the Land or the Building;

X. Place or operate, or permit to be placed or operated, any vending machines in the Demised Premises;

Y. Erect, make or maintain on or attach or affix to, any part of the Demised Premises or Building including the windows and doors, any sign, picture, television viewer or projection, or other representation or advertisement or notice of any kind, which is visible from any location outside of the Building or visible from the Lobby of the Building, and no loud speaker system or any other form of sound or audio transmission system or apparatus shall be used in or at the Demised Premises or Building by Tenants, any sub-Tenants, or their respective agents or employees, for advertising, promotional purposes or any other purpose without prior written consent of Landlord; and

Z. If Tenant is a corporation to liquidate or dissolve itself.

ARTICLE VII
RIGHTS OF LANDLORD

701. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or time and from time to time) in or about the Demised Premises and the Land or building:

A. Make rules and regulations as in its reasonable judgment are necessary for the safety, care and cleanliness of, and good order in the Demised Premises, Tenants, shall be a part of this lease, unless found unreasonable under Article XV hereof;

B. Discontinue any facility or service not expressly covenanted for herein, as they constitute no part of the consideration for this Agreement;

C. Control and prevent access to any part of the Building or land by all persons whose presence in the judgment of Landlord, or Landlord's employee, will be prejudicial to the safety, character, reputation or interest of the Building or its representative Tenants;

D. Prevent access to the Building by any person during any invasion, mob, riot, public excitement or other commotion by closing the doors or otherwise;

E. During other than business hours, refuse access to the building to any person unless such person seeking admission (i) is properly identified and (ii) produces a key to the Demised Premises;

F. Prescribe the hours and the method and manner in which any merchandise, furniture or heavy or bulky object shall be brought in or taken out of the Building and limit and prescribe the weight, size and proper position thereof;

G. Install, place upon or affix to the roof or exterior walls of the Demised Premises and/or the Building, equipment, signs, displays, antenna and any other object or structure provided it does not interfere with Tenant's occupancy;

H. Make alterations or additions to the Building;

I. Change the arrangement and/or location, or regulate the use, of all entrances, passageways, doorways, corridors and any other common areas in the Land or Building, whether or not connecting with any street, sidewalk, transportation facility, concourse, or any other building, and of all stairs, toilets, and public conveniences which are not within the Demises Premises;

J. To change the name of the building without incurring any obligation to Tenants;
and

K. Enter and go upon the Demised Premises and every part thereof by itself or its duly authorized agents, by a master key or by forcible entry without rendering Landlord or its agents liable or subject to any action or prosecution therefore and without affecting the obligations of Tenants under this Agreement, for the purpose of doing any of the following things:

i) Inspect the Demised Premises and every part thereof and made decorations, repairs, alterations and additions thereto and to the Building and run wires, utility systems or appurtenances thereto and take material as required into and upon the Demised Premises, all as Landlord shall deem necessary for the safety, improvement, preservation or restoration of the building, or the Demised Premises, or for the safety or convenience of the present or future occupants thereof;

ii) Exhibit the Demised Premises to prospective Tenants or Purchasers and anyone else having an interest or prospective interest therein;

iii) Render any service to the Building or any Tenants or occupant, or exercise any of the Landlord's right; and

iv) Take possession and alter, renovate and redecorate at any time within one month prior to the expiration of this Agreement if Tenants has removed all or substantially all of Tenant's property.

ARTICLE VIII Covenant of Quiet Enjoyment

801. Landlord warrants that:

A. Landlord has the power and authority to enter into this Agreement; and

B. Tenants shall quietly enjoy the Demised Premises without hindrance by Landlord or anyone claiming under Landlord, subject however to all the provisions of this Agreement and the instruments referred to in the Article XIII.

ARTICLE IX
Insurance And Indemnification

901. Tenants agrees to indemnify and save Landlord harmless from any and all liability, claims, damages, losses, litigations, reasonable expenses and counsel fees with respect to:

A. Personal injury or damage to property arising out of the use and occupancy of the Demised Premises by Tenants; or

B. Tenant's failure to perform its obligations under this Agreement.

902. Landlord and Tenants hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the property covered by any insurance than in force even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies or insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder. Landlord and Tenants shall each have such clause in its fire and extended coverage insurance policies, if available, without charge, and if there be a charge, shall notify the other party and in such event, shall have the clause if the other party agrees to pay such extra charge.

ARTICLE X
Waiver of Claims

1001. Landlord and Landlord's agent, servants and employees shall not be liable for, and Tenants hereby releases Landlord and Landlord's agents, servants and employees from all claims for injury or damage to person or loss of or damage to property (including any disappearance or theft of property and any loss or interruption of business) sustained by Tenants, any person claiming through Tenants, or sustained by any other person, resulting from any fire, accident, occurrence or condition in or upon the Demised Premises, Land, Building, streets, sidewalks, or other areas abutting or adjacent to said Land or Building, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon or about the Land, Building or Demised Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such Building or Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (xi) any act or omission of Landlord, it agents, servants, and employees, unless said act or omission shall constitute a willful breach of law; (xii) any act or omission of parties other than Landlord, its employees or agents.

ARTICLE XI

Condemnation

1101. Tenant hereby waives any injury, loss of damage or claim therefore against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Demised Premises or the air rights, Land or Building except Tenant reserves against the condemning authority Tenant's right to and claim for any damages for the interruption of Tenant's business, Tenant's moving expenses and for the taking of Tenant's personal property and/or fixtures. All awards by the condemning authority for the taking of air rights, Land or Building shall belong exclusively to the Landlord.

1102. In the event substantially all of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain, this Agreement shall terminate as of the date of the right to possession vests in the condemning authority and rent shall be apportioned as of the date. If only a part of the Demised Premises shall be so taken, and this Agreement is not terminated as hereinafter provided, the rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority.

1103. In the event any part of the Demised Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Demised Premises are not suitable for Tenant's use, Tenant may, by written notice to Landlord given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

1104. In the event any part of the Building shall be taken as a result of the exercise of a power of eminent domain (whether or not the Demised Premises shall be affected) and the remainder of said Building shall not, in the opinion of Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenants given within sixty (60) days after the date of taking, terminate this Agreement as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

ARTICLE XII

Damage or Destruction

1201. If the Demised Premises are damaged by the elements, fire or other casualty not due to Tenant's negligence, Landlord shall repair the damage but the rent shall not be abated unless the Demised Premises are thereby rendered untenable in whole or in part. If the Demised Premises are rendered untenable only in part, the rental shall be abated in proportion to the part rendered untenable and if the Demised Premises shall be rendered wholly untenable, the entire rent shall be abated provided, however, in such event, Landlord shall have the right, if such untenable Demised Premises can not be restored within one hundred eighty (180) days from the date the damage was suffered, to terminate this Agreement as of the date of occurrence by written notice to Tenants within ten (10) days thereafter, and in such case the rent shall be adjusted as of the termination date and Landlord need not repair or restore.

1202. If the Building shall, in Landlord's opinion, be substantially damaged by the elements, fire or other casualty, Landlord shall have the right, by written notice to Tenants within ten (10) days after said occurrence, to terminate this Agreement (unless terminated pursuant to

section 1201) and in such event this Agreement shall end as of the date of such notice and the rent shall be adjusted accordingly.

ARTICLE XIII
Subordination to Landlord's Document of
Possession and Mortgage

1301. Tenant acknowledges that this Agreement and Tenant's rights hereunder are subject and subordinate to all agreements, deeds, leases, and titles, by and through which Landlord has possession of the Demised Premises and Building (hereinafter referred to as "Landlord's Documents of Possession") and to all mortgages, now or hereafter placed upon the Landlord's estate in the Land, Building and the Demised Premises.

1302. Landlord covenants and warrants that Landlord has the right to enter into this Agreement and that the rights granted hereunder to Tenant, and the exercise thereof in accordance with the provisions of this Agreement will not violate Landlord's Documents of Possession or constitute a default thereunder.

ARTICLE XIV
Alterations and Services by Tenants and Trade Fixtures

1401. Tenant shall not do any work in or about the Demised Premises or make any alterations or additions thereto without the prior written consent of Landlord. All such work to which Landlord consents shall be performed and installed at Tenant's sole cost and expense in accordance with plans and specifications to be supplied by Tenants, which plans and the contractors, subcontractors and all suppliers of labor and material shall in all instances first be subject to Landlord's approval. During the work, Tenant shall maintain such insurances as Landlord may require for the benefit of Landlord.

1402. No work or installation by Tenant at the Demised Premises shall be done except after the filing of waiver of the right to file any lien therefore (commonly known as a mechanic's and/or materialman's lien) with Landlord, so as to constitute an effective waiver by anyone having a right to file such a lien. If any such lien is filed as a result of work performed at the Demised Premises by Tenant's contractor or materialman, Tenant shall furnish a guarantee by Each of Tenant's prime contractors and materialmen for the benefit of Landlord, Tenant and such other parties as Landlord shall designate, that all work, materials and equipment will be in accordance with the plans and specifications and that they will promptly, upon notice, correct and repair at their own cost and expense any deficiency, defect, fault or imperfection of material, equipment or workmanship.

1403. Any alterations, improvements or additions made by Tenant shall remain upon the Demised Premises at the expiration or earlier termination of this Agreement and shall become the property of Landlord unless prior to the termination of this Agreement Landlord gives Tenants written notice to remove same in which event Tenant shall remove the same and restore the Demised Premises to the same good order and condition in which they were at the time of delivery of possession to Tenant, normal wear and tear excepted. Should Tenant fail to do this, Landlord may perform Tenant's obligation to do so and Tenant shall pay the costs and expense thereof to Landlord as additional rent upon demand.

1404. All trade fixtures installed by Tenant to the Demised Premises shall

remain the property of Tenant and shall be removed on or before the Termination Date of this Agreement but may not be removed without Landlord's express written consent at any time when Tenants is in default under any provision of this Agreement. At Landlord's option, any trade fixtures not removed on or before the Termination Date shall either become Landlord's property or Landlord may remove and dispose of them and in such event, Tenant shall pay the cost and expense thereof to Landlord as additional rent upon demand. Tenant shall promptly restore the Demised Premises to the original order and condition upon removal of trade fixtures.

ARTICLE XV
Rules and Regulations

1501. Rules and regulations dealing with the land, building and various Tenants thereof and additions, alterations or modifications of said rules and regulations may from time to time be made by landlord and shall be effective and part of this Agreement at the time notice thereof is given to Tenants.

1502. If Tenant disputes the reasonableness of any Rule or Regulation hereafter made by Landlord, the parties hereto shall submit the question of the reasonableness of such Rule or Regulation for decision to the National Association of Building Owners and Managers or to such impartial person or persons as they may designate, whose determination shall be final and conclusive upon the parties hereto. Tenant's right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived unless asserted by the service of a written notice upon Landlord within then (10) days after notice of the adoption of such additional Rule or Regulation. Pending resolution of such dispute, Tenants shall nevertheless comply with the Rule or Regulation in question as well as all others. Nothing in this Agreement contained shall be construed to impose upon Landlord any duty or obligation to enforce against any other Tenants Rules or Regulations or the terms, covenants or conditions in any other lease, and Landlord shall not be liable to Tenants for violation of the same by any other Tenants, its servants, employees, agents, visitors or licensees. Wherever there is any conflict between the Rules and Regulations, and the other provisions of this Agreement, the latter shall govern.

ARTICLE XVI
Performance of Tenant's Covenants

1601. Except for the payments of rent, reserved herein which shall be payable when due, Tenants shall perform all agreements on its part to be performed and shall perform the same promptly upon receipt of written notice of nonperformance; if Tenants does not perform to Landlord's satisfaction within ten (10) business days, begin within such period and thereafter proceed to completion with due diligence), Landlord may, at Landlord's option, perform for Tenants and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises without liability to Tenants for any loss or damage resulting therefrom; and Tenants shall pay the cost and expense of such performance to Landlord as additional rent upon demand.

ARTICLE XVII
Notices

1701. That whenever notice is provided for in this Agreement, it shall be given

in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, mailed by certified mail, return receipt requested, proper postage attached, to the party or parties to whom addressed at the address set forth on page 1 of this Agreement. Any party may change the address to which notice shall be delivered or mailed by notice duly given.

ARTICLE XVIII
Events of Default

1801. Each of the following shall constitute an event of default hereunder:

- A. Tenant discontinuing its business in the Demised Premises;
- B. The filing by or against Tenant of a petition for adjudication as a bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenant's property, an assignment by Tenant for the benefit of creditors, or the taking possession of Tenant's property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenants;
- C. Tenant failing to pay any sum herein required to be paid by Tenant when due;
- D. Tenant vacating or deserting the Demised Premises or permitting the same to be empty or unoccupied;
- E. Tenant removing, attempting to remove or manifesting an intention to remove Tenant's goods or property from the Demised Premises (except in the ordinary and usual course of business) without having first paid Landlord all the rent for the balance due of the lease term;
- F. Tenant failing to perform any other covenant or condition of this Agreement within ten (10) days after written notice and demand, or, if the performance requires more than ten (10) days to complete, failing to begin performance within then (10) days and completing diligently thereafter; and
- G. Tenant failing to take possession or execute an agreement as to substantial completion of the Demised Premises within ten (10) days after possession is tendered ready for occupancy.

Listing the above does not limit Landlord's action upon default where the causes or similar application exist.

ARTICLE XIX
Rights of Landlord Upon Default by Tenants

1901. In the event of the occurrence of an event of default hereunder, as provided for in Article XVIII, Landlord may, at Landlord's option:

- A. Terminate this Agreement without notice to Tenant whereupon Tenant shall peacefully surrender the Demised Premises to Landlord, and Landlord may re-enter the Demised Premises and repossess them by force, summary proceedings, ejectment or otherwise, and may dispossess Tenants and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income therefrom. At any time after such expiration, Landlord may relet the Demised Premises or any

part thereof in the name of Landlord, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such conditions as the Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part thereof or for any failure to collect any rent due upon any such reletting. No such expiration of this Agreement shall relieve Tenant of its liability and obligation under this Agreement, and such liability and obligations shall survive any such expiration, whether or not the Demised Premises or any part thereof shall have been relet, the Tenant shall pay to Landlord the rent and additional rent required to be paid by Tenants up to the time of such expiration, and thereafter, Tenant, until the end of what would have been the term of this Agreement in the absence of such expiration, shall be liable to Landlord for and shall pay to Landlord on the days on which the rent and additional rent would have been payable under this Agreement, if it were still in effect, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenants if this Agreement were still in effect less the net proceeds of any reletting effected as set out hereinabove, if any after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, commissions, reasonable legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.

B. Recover from the Tenant, on demand, whether or not the Landlord shall have collected any monthly deficiency, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term and the then fair and reasonable rental value of the Demised Premises for the same period. In the computation of such damages, the difference between any installment of the rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four (4%) percent per annum. If the Demised Premises or any part thereof, is relet by the Landlord for the unexpired term of this Agreement or any part thereof, before presentation of proof of such liquidation damages to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair reasonable rental value for the part or the whole of the premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings, in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

C. Exercise any and all other rights and/or remedies granted or allowed Landlord by any existing or future statute, act of assembly or any law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a Tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such statute, act of assembly or other law of this state existing for the protection and benefits of Tenants.

D. Exercise any and all other rights and remedies contained in this Agreement including the rights and remedies provided by Sections 1902. and 1903.

1902. Tenant covenants and agrees that if the rent and/or any charges reserved in this Agreement as rent (including all accelerations of rent permissible under the provisions of this Agreement), shall remain unpaid five (5) days after the same is requirement to be paid, then and in that event, Landlord may cause judgment to be entered against Tenants, and for that purpose Tenants hereby authorizes and empowers Landlord or any Prothonotary, Clerk of Court, or Attorney of any Court of Record, to appear for and confess judgment against Tenants and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et seq. for the recovery from Tenants of all rent hereunder (including all accelerations of rent permissible under the provisions of this Agreement) and/or for all charges reserved as rent, as well as for interest and costs and reasonable attorney's commissions, for which authorization to confess judgment, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Tenants for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this Agreement) and/or charges reserved hereunder as rent, as well as for interest and costs, together with an attorney's commission of five (5%) of the full amount of Landlord's claim against Tenants, but not to be less than \$500. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950, et sq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforescribed sums after they become due as herein provided as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of the Agreement.

1903. Tenant covenants and agrees that if this Agreement shall be terminated (either because of condition broken during the term of this Agreement of any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Landlord may cause judgment in Ejectment to be entered against Tenant for possession of the Demised Premises, and for that purpose Tenant hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court Record, to appear for Tenants and confess judgment against Tenants in ejectment or possession of the Demised Premises and agrees that Landlord may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2970, et sq. for the entry of an order in Ejectment for the possession of real property, and Tenants further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of the writ or writs possession pursuant thereto, this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Tenants further covenants and agrees that if for any reason whatsoever, after said action shall have commenced, the action shall be terminated and possession of the Demised Premises hereunder shall remain in or be restored to Tenant, Landlord shall have the right, upon any subsequent default or defaults, or upon the termination of this Agreement as set forth above, to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the Demised Premises.

1904. In any procedure or action to enter Judgment by Confession for Money pursuant to Section 1902 hereof, or to enter Judgment by Confession in Ejectment for possession of real property pursuant to Section 1903 hereof, if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Landlord to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this Agreement (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the

original as a Warrant of Attorney, any rule of court, custom, or practice the contrary notwithstanding.

1905. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in the Agreement, and all liability therefore. Tenant further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the Demised Premises either at the end of the term or sooner termination of this Agreement, or for non-payment of rent or for any other reason, Tenants specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days notice shall be sufficient in either or any such case.

1906. The right to enter judgment against the Tenants by confession and to enforce all of the other provisions of this Agreement herein provided for may at the option of any assignee of this Agreement, be exercised by any assignee of the Landlord's right, title and interest in this Agreement in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

1907. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or in equity shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering possession of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenants for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein provided for the recovery of rent be constructed as a waiver of the right to obtain possession of the Demised Premises.

ARTICLE XX Custom and Usage

2001. Landlord shall have the right at all times to enforce the covenants and conditions of this Agreement in strict accordance with the terms hereof despite any conduct or custom on the part of the Landlord in refraining from doing so at any time or times, and despite any contrary law, usage or custom or any failure by Landlord to enforce its rights at any time or times.

ARTICLE XXI Scope and Interpretation of Agreement

2101. The Agreement is the only agreement between the parties hereto pertaining to the Demised Premises, and all negotiations and oral agreements acceptable to the parties are included herein. The laws of Commonwealth of Pennsylvania Shall govern the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXII Captions

2201. Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXIII
Severability

2301. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

ARTICLE XXIV
Parties, Successors, Assigns

2401. The term "Tenant" shall refer to each and every person or party mentioned as a Tenant herein, be the same one or more. If there shall be more than one Tenants, they shall be bound jointly and severally by all the terms, covenants and conditions of this Agreement and any notice required or permitted by the terms of this agreement may be given by or to anyone thereof and shall have the same force and effect as if given by or to all.

2602. The term "Landlord" as used in this Agreement shall refer only to the owner for the time being of Landlord's part. The Landlord shall be and is hereby relieved of all covenants obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part and it shall be construed without further agreement to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the Building of which it is a part. The provisions of this Article XXIV shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under this Agreement shall be and is hereby limited to Landlord's interest in the Demised Premises and the Building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenant or to any other person by reason of this Agreement the execution thereof, or the acquisition of Landlord's interest.

2403. Subject to the provisions of Section 2402 hereof, all rights, obligations and liabilities hereupon given to or imposed upon respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-Tenants and assigns of said parties.

ARTICLE XXV
ADDITIONAL PROVISIONS

2501. It is further agreed between the parties of this Agreement: Exhibit "A" shall be part of this Agreement and is attached hereto.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the day and year first above written.

LANDLORD:

BY:

Dennis G. Rhoads
Dennis G. Rhoads

BY:

Susan K. Rhoads
Susan K. Rhoads

TENANT:

BY:

Jeffrey L. Mayers

EXHIBIT "A"
To Lease Agreement

Dated

By and Between Dennis G. and Susan K. Rhoads ("Landlord")
And Jeffrey L. Maffett and Computer Aid, Inc. ("Tenant")

Lease Year	Rental Rate Per Square Foot (162 sq. ft. total)
1	\$9.63 11/1/67
2	\$9.90 11/1/68

1st Renewal Period:

Each year of the renewal term, rental rate will increase 3% per year.

EXHIBIT "A"

To Lease Agreement

Dated: 11/1/09

By and Between Dennis G. and Susan K. Rhoads ("Landlord")
And Jeffrey L. Maffett and Computer Aid, Inc. ("Tenant")

Rental Rate Per Square Foot (162 sq. ft. total)

on month to month basis \$10.197

MONTHLY RENT: \$137.66