

LEASE TO FARM
PATTERSON FARM, LOWER
MAKEFIELD, BUCKS COUNTY,
PENNSYLVANIA

REQUEST FOR BIDS

TOWNSHIP OF LOWER MAKEFIELD
Bucks County, Pennsylvania

NOTICE TO BIDDERS

Sealed bids will be accepted by Lower Makefield Township ("Township") for the lease to farm approximately 170 acres of real property, more or less, known as the "Patterson Farm" located at 909 Mirror Lake Road, Lower Makefield Township, Bucks County, Pennsylvania with tax map parcel numbers 20-016-049 and 20-016-049-00T. Bids must be received by noon on Wednesday, April 8, 2026. Bids will be opened at noon on Wednesday, April 8, 2026 and will be awarded at the Lower Makefield Township Board of Supervisors Meeting scheduled for Wednesday, April 15, 2026 beginning at 7:30pm.

Special consideration will be given to proposals that include one or more of the following:

1. Sustainable crops.
2. Farming crops that address food insecurity issues in local communities.
3. Providing local farm to table and local market and farm stand sales of locally grown products.

Proposals also promoting "best practices" as demonstrated by the Penn State Extension (for example) regarding such practices as:

1. Forage and food crops.
2. Controlling insects, pests and diseases.
3. Stormwater management/run off issues.
4. Crop selection rotation.

Those proposals that emphasize ecologically sensitive and proactive measures to accomplish these goals and preferences will be highly considered.

The minimum acceptable Base Rent in 2026 shall be \$27,200.00 annually (\$160.00 per acre) and shall be subject to annual increases in 2027 and beyond consistent with the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Philadelphia-Camden-Wilmington region for the 12 months ending in September published in October of the preceding year. The annual rent paid in years after 2026 shall not be less than the annual rent amount paid during the immediately preceding year. Proposals shall be submitted for an initial 5-year term with a Lessee option for an additional 5-year extension.

The Township is open to considering a Base Rent less than that noted above in circumstances where the Lessee can provide services to the Township to offset other Township costs. The Township retains full discretion over considering and valuing alternative arrangements where the offered Base

Rent is less than the noted minimum Base Rent where the Lessee is providing additional services to the Township.

All bids submitted shall remain valid for a period of thirty (30) days from the time bids are to be opened.

All communications concerning this Bid, including requests for clarification and requests to inspect the Patterson Farm, should be addressed only to the attention of David W. Kratzer, Jr., Township Manager, 1100 Edgewood Road, Yardley, PA 19067, 267 274-1101, dkratzer@lmt.org

Bids must be submitted on the Bid Form furnished by the Township which may be obtained online at www.lmt.org or by contacting Katie McVan in the Administration Office of the Township, 1100 Edgewood Road, Yardley, PA 19067, (267) 274-1101, katiem@lmt.org

Bids must be submitted sealed and addressed to the Township Manager with the words "Patterson Farm Bid" on the outside of the envelope.

The Board of Supervisors of the Township reserves the right, in its sole discretion, to reject any and all bids. The Board of Supervisors of the Township reserve the right to waive any non-conformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the specifications set forth herein. The determination of whether an error or departure is one of substance rests within the sole discretion of the Township.

David W. Kratzer, Jr.
Township Manager

TOWNSHIP OF LOWER MAKEFIELD
PROPOSED LEASE OF "PATTERSON FARM"
BID FORM

Township of Lower Makefield
Attn: Township Manager
1100 Edgewood Road
Yardley, PA 19067-1696
RE: Bid to Farm Patterson Farmstead

Ladies and Gentlemen:

This bid ("Bid") is submitted in response to the Township of Lower Makefield ("Township") Notice to Bidders, and the related Lease Agreement, exhibits attached thereto and additional bid requirements (collectively, "Lease Documents"), issued by the Township in connection with the proposed lease to farm certain real property owned by the Township located at 909 Mirror Lake Road, Township of Lower Makefield, County of Bucks, Commonwealth of Pennsylvania, containing approximately 170 acres, known as Bucks County Uniform Parcel Identifier: Tax Parcel Nos.: 20-016-049 and 20-016-049-00T ("Patterson Farm"). Terms used herein and not otherwise defined shall have the meanings given them in the Lease Documents. This letter constitutes a firm and legally binding offer and bid by the Bidder named below for the lease of Patterson Farm.

Bidder is: (select one):

- a. an individual(s), whose legal name(s) and address(es) are as follows:

Name: _____

Address: _____

Name: _____

Address: _____

- b. an entity organized under the laws of the State of _____ as a (select one):

____ Corporation ____ Partnership ____ Limited Liability Company

____ Association ____ Other (indicate entity type) _____

Note: if this Bid is submitted by an entity, such Bid must be signed by an owner, authorized officer or representative of this entity and the entity must submit to the Township a good standing certificate of the entity in the Commonwealth of Pennsylvania and, if applicable, the entity's state of organization and an incumbency certificate of the entity representing that the signer is authorized by resolution or official action of the entity the entity owners, board of directors, partners, members or other owners to submit this Bid and execute and deliver this Bid on behalf of the entity.

Bidder hereby acknowledges that Bidder has reviewed the Lease Agreement, all attachments thereto, the bid specifications prepared by the Township and all other Lease Documents, and agrees that, if selected by the Township as the Lessee, Bidder will enter into a lease agreement substantially in the same form as the Lease Agreement presented by the Township and such other documents as are required by the Lease Documents, all of which contain the terms and conditions as set forth in the Lease Documents.

Bidder hereby further agrees to abide by all other terms and conditions in the Lease Documents, including, but not limited to, the Lease Agreement and that this Bid is not subject to any conditions or contingencies other than those set forth in the Lease Documents. All Lease Documents are hereby incorporated in this Bid by reference hereto and made a part hereof with the same legal effect as if set forth in full.

Bidder hereby offers to lease Patterson Farm as follows:

1. Total Tillable Acres - Approximately 170
2026 Rent Per Acre (minimum bid- \$160.00 per acre unless other services are noted below): \$ _____
2026 Annual Rent for Total Acreage (minimum bid- \$27,200 unless other services are noted below) \$ _____
2. The Bidder hereby agrees that they intend that the proposed crops to be grown by the Bidder include, but are not limited to the following:

and that they intend that the following sustainability practices and ecologically-sound and sensitive practices to be promoted include but are not limited to the following:

3. The Bidder hereby proposes to provide the following services to the Township in lieu of meeting the minimum bid amounts noted above. Such services shall be in addition to the monetary rent paid by the Bidder:

Bidder hereby represents and warrants that Bidder is not represented by a real estate broker or agent in connection with this transaction.

Bidder hereby acknowledges they have reviewed and understood the terms of the Lease Agreement prior to submitting their bid and understand the general, local, and site conditions that may affect cost and performance of the work specified in the documents. This Bid is a firm offer and may not be withdrawn or modified during the period of thirty (30) days after April 8, 2026, which is the date set for bid opening by the Township. The Bidder understands and agrees that, if successful, the Bidder shall enter into the proposed Lease Agreement for the lease of the Patterson Farm provided by the Township as part of the Lease Documents. The Bidder understands and agrees that the Township makes no warranties or other representations as to the title or condition of Patterson Farm or the improvements thereon (if any), or any other warranties or other representations. All unsuccessful bidders shall have their deposit and first month's rent checks returned, without interest.

Dated: _____

Bidder: _____

By: _____

Name of Signer: _____

Title: _____

LEASE AGREEMENT

(Subject to modification if alternate services are being proposed and are accepted by the Township)

THIS LEASE AGREEMENT ("Agreement" or "Lease"), made this _____ day of _____ 2026, by and between LOWER MAKEFIELD TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania, maintaining a principal place of business at 1100 Edgewood Road, Yardley, Pennsylvania 19067 (hereinafter referred to as "Lessor") and _____ maintaining a principal [residence][place of business] at _____ (hereinafter referred to as "Lessee") (each, a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS, the Lessor is the fee simple owner of that certain property consisting of approximately 170 acres, more or less, located at 909 Mirror Lake Road, Lower Makefield Township, Bucks County, Pennsylvania with tax map parcel number: 20-16-49 (the "Premises"); and

WHEREAS, Lessee is engaged in the business of farming and desires to lease the Premises from Lessor in order to engage in farming thereon; and

WHEREAS, the Lessor desires to demise, lease and let the Premises to the Lessee for the sole use and purpose of Lessee engaging in farming on said Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if set forth in full.
2. Base Rent. The rent payable by the Lessee in 2026 (hereinafter defined) hereof shall be \$ _____ ("Base Rent"), payable in equal yearly installments of \$ _____ (each an "Installment"). The initial Installment shall be due and payable upon execution of this Agreement and each annual Installment thereafter shall be due and payable on the anniversary date of this Agreement. The Base Rent payable by the Lessee in subsequent years shall be upwardly adjusted by the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Philadelphia-Camden-Wilmington region for the 12 months ending in September published in October of the preceding year. The annual Base Rent shall not be less than the Base Rent paid during the immediately preceding year.
3. Acreage. The parties acknowledge that the acreage of the Premises consists of approximately 170 acres, more or less, that are tillable and usable by the Lessee solely for farming purposes. Lessor and Lessee agree to measure the tillable acreage and to the extent the Base Rent

is adjusted by virtue of the number of acres determined to be tillable, same adjustment shall be made either by the payment of Additional Rent or a refund of Base Rent based on the acreage.

4. Term. The term of this Agreement shall be deemed to have commenced retroactively on January 1, 2026, and shall continue for a period of five (5) years unless sooner terminated in accordance with this Agreement. Lessee has the option, upon 90 days notice, to extend the lease for a period of up to an additional five (5) years consistent with the terms of this Lease Agreement.

5. Place of Payment. All Rent shall be payable without notice or demand at the office of Lessor, 1100 Edgewood Road, Yardley, Pennsylvania 19067 or at such other place as Lessor may from time to time designate to Lessee by notice in writing.

6. Additional Rent/Indemnification. Lessee agrees to pay as additional rent, in addition to the Base Rent, (i) any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this Agreement; (ii) any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on Lessee's part to comply with the covenants of this Agreement and each of them, [and] (iii) any and all damages to the Premises caused by any act or neglect of the Lessee [and (iv) any costs or expenses, including, but not limited to insurance premium payments, incurred by Lessor as a result of exercising its right to purchase insurance pursuant to Section 16 hereof][and (v) an adjustment to Base Rent as provided in Section 2 hereof] (collectively, "Additional Rent" and together with Base Rent, the "Rent"). All such Additional Rent shall be due and payable immediately upon demand therefor by Lessor.

7. Late Payment. Any Rent payment which is received by the Lessor beyond thirty (30) days after the due date of such Rent payment shall be subject to a five (5%) percent late payment penalty. In addition to this five (5%) percent late payment penalty, any Rent payments which are received by the Lessor beyond (60) days after such Rent payment is due shall be subject to interest charges in the amount of an additional one-half (1/2) of one (1 %) percent per month continuing until said late Rent payment is made.

8. Covenants Concerning Rental Payments. Lessee shall pay the Rent promptly when due, without notice or demand, and without any abatement, deduction or setoff, except as may otherwise be expressly and specifically provided in this Lease. No payment by Lessee, or receipt or acceptance by Lessor, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Lessor may accept such payment without prejudice to its right to recover the balance due or to pursue any other remedy available to Lessor.

9. Termination of Lease Prior to Expiration of Term. Notwithstanding the five (5) year or ten (10) year term of this Agreement, the Parties agree that the Lessor shall have the absolute right to terminate this Agreement, effective as of the expiration of the two (2) year anniversary of this Agreement and on each yearly anniversary thereafter until the expiration of

the Agreement. In order to terminate this Agreement, Lessor shall give written notice to Lessee of its intent to terminate on or before January 1st of the year in which the Lease is to be terminated. It is agreed and understood that the foregoing right to terminate this Lease shall be absolute and unconditional and may be exercised by Lessor with or without cause, and regardless of whether or not there has been a breach of the provisions hereof.

10. Use of Premises. Lessee agrees to occupy and use the Premises solely for the purpose of farming and for no other purpose whatsoever. Lessee agrees to farm and otherwise use the Premises in accordance with the following requirements:

- a. Lessee shall not be permitted to use the Premises for the growing of sod
- b. Waygoing crops may only be grown on the Premises at Lessee's own risk. Lessee hereby agrees and acknowledges that any waygoing crops remaining on the Premises at the time of termination of this Agreement shall not remain the property of the Lessee, but shall become the property of the Lessor and the Lessor shall be permitted to remove and sell such crops or destroy same without any responsibility or liability to the Lessee, financial or otherwise.
- c. Lessee shall not be permitted to sell or remove from the Premises any topsoil, sand, gravel, rock, oil, coal, or other mineral.
- d. Lessee shall not be permitted to clear any portion of the Premises or to sell or remove from the Premises any lumber, post or wood.
- e. An ASCS soil test shall be made of the soils on the property at Lessee's expense on or before the first day of April of each year and in each case the PH is not at least 6.2, then the Lessee shall spread lime in the amount recommended by sound agricultural practices as soon as practicable thereafter. Such test results shall be provided to Lessor promptly upon Lessor's demand.
- f. Lessee shall not be permitted to make any alterations, improvements, or additions to the Premises, or erection of any structures thereon, including but not limited to the installation of utilities thereon.
- g. Lessee agrees that after each fall harvest during the term of this Agreement, or any renewal thereof, Lessee shall plant the fields of the Premises with a winter cover crop, unless this requirement is expressly waived in writing by the Lessor.
- h. Lessee agrees to, at all times during the Term, farm and maintain the Premises in accordance with good agricultural husbandry practices, employing exclusively conventional or non-till methods, unless otherwise agreed to in writing by the Lessor.

- i. Lessee agrees to, at all times during the Term of this Lease, file and obtain approval for any and all conservation plans required to be submitted and approved by the Bucks County Conservation District and to comply with the requirements of the USDA Natural Resources Conservation Service, or other appropriate and relevant entity providing similar services, as to protection of the property from erosion.
- j. Lessee agrees to, at all times during the term of this Agreement, to comply with all terms and conditions of the Patterson Farm Conservation Easement.
- k. Lessee shall, at its own cost and expense, clean the Premises and remove, or cause to be removed, its refuse and garbage therefrom. Lessee shall abide by any rules or regulations promulgated by Lessor from time to time respecting refuse and garbage collection and removal in the Premises. Any violation of this Section 11.j shall be deemed a material default by Lessee of a substantial obligation under this Agreement.
- l. Give to Lessor prompt written notice of any accident, fire or damage occurring on or to the Premises.
- m. Promptly pay for all gas and electricity, water, heat and all other utilities, if any, consumed in and/or for the Premises during the Term of this Agreement, and should Lessee fail to make these payments when due, Lessor shall have the right to settle therefor, such sums to be considered Additional Rent and collectable from Lessee, as such, by distress or other process and to have all the priorities given by law to claims for Rent.
- n. Promptly pay all real estate taxes, if any, assessed against the Premises following the commencement of this Agreement and due during the Term and should Lessee fail to make these payments when due, Lessor shall have the right to settle therefor, such sums to be considered Additional Rent and collectable from Lessee, as such, by distress or other process and to have all the priorities given by law to claims for Rent.
- o. Lessee shall not encroach upon nor otherwise interfere with or impede the use and quiet enjoyment of any real property of the Township located on or near the Premises by any other lessee of the Township.

11. Lessee affirms and covenants to use all best practices for maintaining the quality of the topsoil, as set forth by the Penn State Extension, or other such similar and qualified entity, to maintain sustainability practices and ecologically sensitive and proactive measures to accomplish goals and preferences related to controlling insects, pests and diseases; stormwater management and runoff issues; conservation buffers; crop selection and rotation.

12. Right of Entry. Lessor, its designees, employees or agents, shall have the right, upon reasonable advance notice, to enter upon the Premises in order to make studies, service tests, surveys, general and engineering inspections, appraisals and for all other purposes related to Lessor matters, however, if in making such entry the Lessor materially damages Lessee's crop, the Lessor shall reimburse Lessee for the fair market value of any such damage.

13. Condition of Premises. Lessor makes no representations or warranties regarding the condition of the Premises. Lessee agrees that Lessee is familiar with the condition of the Premises, Lessee hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis. Lessee acknowledges that neither Lessor nor any representative of Lessor has made any representation as to the condition of the foregoing or the suitability of the foregoing for Lessee's intended use. Lessee represents and warrants that Lessee has made its own inspection of the foregoing. Lessor shall not be obligated to make any repairs, replacements or improvements of any kind or nature to the foregoing in connection with, or in consideration of, this Lease. Lessee agrees to maintain the Premises, including the soil on the Premises, in good condition, order and repair.

14. Surrender and Holdover. On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Lessor upon the Premises, (a) Lessee shall quit and surrender the Premises to Landlord in good order, condition and repair, and in the same condition as Lessee has herein agreed to keep same during the Term of this Agreement, except for ordinary wear and tear, and (b) Lessee shall remove all of Lessee's property therefrom, except as otherwise expressly provided in this Lease. The obligations imposed under the preceding sentence shall survive the termination or expiration of this Lease. If any repairs are required to be performed in, to or at the Premises (pursuant to the preceding sentence or any other applicable provision of this Lease) upon the expiration or termination of the Term, Lessee shall cause such repairs to be performed, to Lessor's reasonable satisfaction, within ten (10) business days after the date on which this Lease is terminated or expired. If Lessee fails to timely comply with the preceding sentence, then Lessor shall have the right to cause the repairs to be performed, at Lessee's expense, and all such expenses so incurred by Lessor shall bear interest (at the rate specified in the Section 8) from the date the expense is incurred until the date paid, in full, by Lessee (inclusive of interest). If Lessee remains in possession after the end of the Term hereof or after any earlier termination date of this Lease or of Lessee's right to possession: (a) Lessee shall be deemed a tenant-at-will; (b) Lessee shall pay one hundred fifty percent (150%) of the aggregate of the Base Rent and Additional Rent last prevailing hereunder, and also shall pay all actual damages sustained by Lessor, directly by reason of Lessee's remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law; and (d) the tenancy-at-will may be terminated upon thirty (30) days' written notice from Lessor. The provisions of this Section 14 shall not constitute a waiver by Lessor of any re-entry rights of Lessor provided hereunder or by law.

15. Assignment and Subletting. Lessee shall not assign, mortgage or pledge this lease. under• let or sublease or otherwise transfer, the Premises, or any part thereof, permit any lien or security interest to be placed, filed or recorded on or against the Premises or permit any other person, firm or corporation to occupy the Premises, or any part thereof. If the Lessee becomes bankrupt or insolvent, or makes an assignment for the benefit or creditors, or if a petition in

bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by a sheriff, Marshal, or constable, the same shall be a violation and default of this Agreement.

16. Release, Indemnification and Insurance.

- a. Lessee agrees to release, indemnify, defend and hold the Lessor, its supervisors, officers, employees, agents and attorneys harmless from and against all liability, suits, demands, claims, complaints, damage, losses, judgments, costs, expenses and injuries of any kind or nature, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with the Premises, whether caused by, relating to, arising out of, resulting from the Lessee or any other person, including, but not limited to: (i) disputes between any employee, general contractor, subcontractor, materialman or supplier, or on account of any act or omission to act by the Lessee in connection with the Premises or otherwise; (ii) any untrue statement of a material fact contained in information submitted to the Lessor by the Lessee or the omission of any material fact necessary to be stated herein in order to make such statement not misleading or incomplete; (iii) the failure of the Lessee to perform any obligations herein required to be performed by the Lessee; and (iv) otherwise related to or in connection with Lessee's activities on the Premises, whether occurring on or off the Premises. The provisions of this Section 16.a shall survive the termination of this Agreement.
- b. Lessee shall be required to obtain and keep in full force through the Term or any extension thereof:
 - i. comprehensive general liability insurance in the amount of not less than \$1,000,000.00 per occurrence/\$2,000,000.00 in aggregate for personal injury, bodily injury or death, occurring on, in or about the Premises and \$1,000,000.00 per occurrence/\$2,000,000.00 in aggregate against claims for property damage per occurrence.
 - ii. all applicable Pennsylvania workmen's compensation laws, which shall be maintained if and to the extent necessary for such compliance;
 - iii. Rent or rental value insurance against loss due to fire and the risks customarily covered by the extended coverage endorsement; and
 - iv. Such other coverages as may be reasonably required by the Lessor.
- c. Lessee shall keep its personal property, improvements, betterments, and trade fixtures on the Premises insured with "all risks" insurance in an amount to

cover one hundred (100%) percent of the replacement cost of the personal property, improvements, betterments, and trade fixtures.

- d. Insurance policies required to be carried by Lessee under this Lease in Sections 16.b.i through and including iv shall:
 - i. Be issued by insurance companies licensed to do business in the Commonwealth of Pennsylvania, with general policyholder's ratings of at least A and a financial rating of at least XI in the most current Best's Insurance Reports available on the date of issuance. If the Best's ratings are changed or discontinued, the Township shall designate, by notice to Lessee, an equivalent method of rating insurance companies;
 - ii. Prove that the insurance not be cancelled or materially changed in scope or amount of coverage unless thirty (30) days' advance notice is given to the Lessor;
 - iii. Be primary policies-not contributing with, or in excess of the coverage that the Lessor may carry;
 - iv. Be permitted to be carried under a "blanket policy." However, a specific minimum limit must be listed, which is applicable to the Premises and acceptable to the Lessor.
 - v. Be maintained during the entire Term and any holdover term, if any, of this Agreement.
 - vi. No such policy shall contain a provision relieving the issuer thereof of liability for any loss by reason of the existence of other policies or insurance covering the Premises against the peril involved.
 - vii. By the commencement date of this Agreement and upon each renewal of its insurance policies, Lessee shall provide certificates of insurance to the Lessor by notice hereunder. The certificates shall specify amounts, types of coverage, the waiver of subrogation, as specified herein, and the insurance criteria listed in this Section. The policies shall be renewed or replaced and maintained by Lessee. If Lessee fails to give any required certificate within the time provided herein, the Township may obtain and pay for that insurance and receive reimbursement from Lessee as Additional Rent, any other provision of this Lease notwithstanding.
 - viii. Include the Lessor as loss payee and an additional named insured.

- e. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Lessor. If the Lessee does not provide the Lessor with the evidence of insurance as required herein, the Lessor may (but shall not be required to) obtain such coverage. The Lessee shall reimburse the Lessor on demand for any premiums paid for insurance procured by the Lessor, and until so reimbursed, the amount of such premiums shall be added as Additional Rent, pursuant to Section 7 hereof, and shall be subject to the penalty provisions set forth in Section 8 hereof.
- f. Lessee hereby waives all rights of recovery against Lessor, Lessor's agents, employees, attorneys or other representatives, for any loss, damage or injury of any nature whatsoever to property or persons for which Lessee is insured (or is required to be insured hereunder). Lessee shall obtain from Lessee's insurance carriers and will deliver to the Lessor, waivers of the subrogation rights under the respective policies.
- g. It is understood that the above in Section 16. may not constitute all the types of insurance normally carried by Lessee in similar operation or size for its commercial activities. The Lessee's liability is not capped or otherwise limited at the amount of insurance required under this Agreement.

17. Casualty Damage. If the Premises are damaged by fire or other casualty, Lessee shall promptly notify the Lessor and the Lessor, in its sole discretion, shall direct repair the damaged portions of the Premises (but not any of Lessee's property therein), except that if, in the Lessor's reasonable judgment, the damage would require more than one hundred eighty (180) days of work to repair, or if the insurance proceeds (excluding rent insurance), which the Lessor anticipates receiving from the Lessee's insurance policies required hereunder are inadequate to pay the cost of such repair, then the Lessor or Lessee shall have the right to terminate this Lease by so notifying the other party, which notice shall specify a termination date not less than fifteen (15) days after its transmission. If the Lessor is so required to direct the repair, the work shall be commenced and completed with due diligence, taking into account the time required for the Lessor to procure insurance proceeds from Lessee's insurer, Lessor's insurer, to the extent insurance proceeds are expected therefrom, construction delays due to shortages of labor or material, or other causes beyond the Lessor's reasonable control.

18. Mechanics' Liens. If any mechanics' or other liens shall be created or filed against the Premises by reason of labor performed or materials furnished for Lessee in the erection, construction, completion, decoration, alteration, repair or addition to the Premises, Lessee shall within 20 days thereafter, at Lessee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure to do so shall entitle Lessor to resort to such remedies as are provided herein in the case of any default of this Agreement, in addition to those permitted by law.

19. Compliance with Environmental Laws. Lessee shall comply with all Environmental Laws (as defined below) pertaining to Lessee's occupancy and use of the Premises and concerning the proper storage, handling and disposal of any Hazardous Material introduced to the Premises by Lessee or other occupants of the Premises, or any of their respective its employees, servants, agents, contractors, customers or invitees (collectively, "Responsible Parties"). As used herein, "Environmental Laws" shall mean all Laws governing the use, storage, disposal or generation of any Hazardous Material, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and "Hazardous Material" shall mean such substances, material and wastes which are or become regulated under any Environmental Law; or which are classified as hazardous or toxic under any Environmental Law; and explosives and firearms, radioactive material, asbestos, and polychlorinated biphenyls. Lessee shall not generate, store, handle or dispose of any Hazardous Material in, on, or about the Premises without the prior written consent of Lessor, which may be withheld in Lessor's sole discretion, except that such consent shall not be required to the extent of Hazardous Material packaged and contained in office products for consumer use in general business offices in quantities for ordinary day-to-day use provided such use does not give rise to, or pose a risk of, exposure to or release of Hazardous Material. In the event that Lessee is notified of any investigation or violation of any Environmental Law arising from Lessee's activities at the Premises, Lessee shall immediately deliver to Lessor a copy of such notice. In such event or in the event Lessor reasonably believes that a violation of Environmental Law exists, Lessor may conduct such tests and studies relating to compliance by Lessee with Environmental Laws or the alleged presence of Hazardous Material upon the Premises as Lessor deems desirable, all of which shall be completed at Lessee's reasonable expense if there is found to be a violation of any Environmental Laws. Lessor's inspection and testing rights are for Lessor's own protection only, and Lessor has not, and shall not be deemed to have assumed any responsibility to Lessee or any other party for compliance with Environmental Laws, as a result of the exercise, or non-exercise of such rights. Lessee hereby indemnifies, and agrees to defend, protect and hold harmless, Lessor, and its officers, supervisors, employees, agents, attorneys and representatives (together with Lessor, collectively, the "Indemnitees") from any and all loss, claim, demand, action, expense, liability and cost (including reasonable attorneys' fees and expenses) arising out of or in any way related to the presence of any Hazardous Material introduced to the Premises during the Term (or any extension thereof) by Lessee or its Responsible Parties. In case of any action or proceeding brought against the Indemnitees by reason of any such claim, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel of its own choosing, reasonably acceptable to Lessor, chosen by Lessor, in Lessor's sole discretion. Lessor reserves the right to approve any settlement, compromise or disposition e of any and all actions, claims and demands related to the foregoing indemnity, which approval or consent shall not be unreasonably withheld, conditioned or delayed.

20. Default. If Lessee, either: (i) fails to pay when due any Base Rent or Additional Rent or other charges due under this Agreement (a "monetary default"); or (ii) defaults in the performance of any of the representations, warranties, covenants or conditions hereof (a "non-monetary default") and if Lessee does not cure such non-monetary default within ten (10) days of written notice thereof (the "Default Notice"); then Lessor, in addition to any other remedies herein contained or as may be permitted by law or equity, may either by force or otherwise, without

being liable for prosecution therefor, or for damages, may with or without any demand whatsoever or further notice, pursue any one or more of the following remedies:

- a. Lessor shall have the right, at its election, to cancel and terminate this Agreement and dispossess Lessee;
- b. Lessor shall have the right without terminating or canceling this Agreement to declare all amounts and Rents due under this Agreement for the remainder of the existing Term (or any applicable extension or renewal thereof) to be immediately due and payable to the end of the initial term or any renewal term, if applicable, shall be accelerated;
- c. Lessor may elect to enter and repossess the Premises for Lessee's account, holding Lessee liable in damages for all expenses incurred in any such re-letting (including without limitation advertising expenses, brokerage commissions, reasonable attorney's fees, and repairs, replacements, alterations and improvements) and for any difference in the amount of Rent received from such re-letting and that are due and payable under the terms of this Agreement. Lessee shall remain liable for such Rents as may be in arrears and also the Rents as may accrue subsequent to the reentry by Lessor, to the extent of the difference between the Rents reserved hereunder and the Rents, if any, received by Lessor during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month. Lessor shall have no liability for a failure to re-let the Premises or in the event the Premises are re-let, for the failure to collect any Rent thereof nor shall Lessee be entitled to any excess, if any, of such Rents collected over the sum payable by Lessee to Lessor under this Agreement;
- d. Lessor may reenter and repossess the Premises; and as agent for Lessee or otherwise, re-let the Premises, receive the Rents, and apply same, first to the payment of such expenses, reasonable attorney fees and costs, as Lessor may have made in reentering and repossessing and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder; and/or
- e. Lessor may enter upon the Premises and do whatever Lessee is obligated to do under the terms of this Agreement (and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Agreement and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action).

For purposes of this Agreement the term "non-monetary default" shall include but not be limited to Lessee's failure to comply with any of the statutes, ordinances, rules, orders, regulations

and requirements of the Federal, State, County and Municipal Governments, or if the Premises become abandoned, deserted or vacant, or if the Lessee shall compound its debts, or make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Lessee, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement or reorganization by or against the Lessee, or if the Lessee is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Lessee's property under process of law, or if the assets or property of the Lessee in the Premises shall be attached or levied upon.

Without limiting the foregoing, Lessee acknowledges that any renewal or extension rights granted to Lessee and exercised by Lessee, if any, is subject to the full performance of all Lessee's obligations under this Agreement, and in the event of a default by Lessee such Term of the Agreement, as renewed or extended, shall be deemed terminated no later than thirty (30) days after the date of the Default Notice.

All such remedies of Lessor shall be cumulative, and in addition, Lessor may pursue any other remedies that may be permitted by law or in equity. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. If this Agreement shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of Premises by any lawful means and remove Lessee or other occupants and their effects. Lessor's acceptance of a partial Rent payment from Lessee shall not constitute a waiver of any of Lessor's rights available under this Agreement or at law or equity, including, without limitation, the right to recover possession of the Premises.

In any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may at Lessor's option occupy the Premises or cause the Premises to be altered, divided, consolidated with other adjoining Premises, or otherwise changed or prepared for re-letting, and may re-let the Premises or any part thereof as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Agreement, at Lessor's option, and receive the Rent therefor, applying the same first to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, altering, dividing, consolidating with other adjoining Premises, or otherwise changing or preparing for re-letting, and the re-letting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the Rent hereunder and to the cost and expense of performance of the other covenants of Lessee as herein provided. Lessee agrees, whether or not Lessor has re-let, to pay to Lessor damages equal to the Rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the re-letting if any, as ascertained from time to time, and the same shall be payable by Lessee on the several Rent days above specified. In re-letting the Premises as aforesaid, Lessor may grant reasonable Rent concessions, and Lessee shall not be credited therewith. No such re-letting shall constitute a surrender and acceptance or be deemed evidence thereof. The Lessee shall not be entitled to any surplus accruing as a result of any re-letting. If Lessor elects pursuant hereto to occupy and use the Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for Rent or damages as herein defined, during the period of Lessor's occupancy, the reasonable value of such occupancy, not to exceed in any event the Rent

herein reserved and such occupancy shall not be construed as a release of Lessee's liability hereunder.

- a. **Commencement of Action:** Any claim, demand, right, or defense by Lessee that arises out of this Agreement or the negotiations that preceded this Agreement shall be barred unless Lessee commences an action thereon, or interposes a defense by reason thereof, within twelve (12) months after the date of the inaction, omission, event, or action that gave rise to such claim, demand, right, or defense
- b. **Lessee Acknowledgement:** Lessee acknowledges and understands, after having consulted with its legal counsel, that the purpose of subsection "a" above is to shorten the period within which Lessee would otherwise have to raise such claims, demands, rights, or defenses under applicable laws.

21. **Termination on Default.** Upon the occurrence of any of the contingencies set forth in the preceding clause, or should Lessee be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against Lessee for bankruptcy, insolvency, receivership, or assignment for the benefit of creditors, or if this Agreement or the estate of Lessee hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, Lessor may terminate this Agreement and the term hereof, upon giving Lessee or any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of Lessee, five (5) days' notice in writing, of Lessor's intention. Upon the giving of such notice, this Agreement and the Term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this Agreement for the expiration hereof (except that Lessee shall remain liable for its obligations as set forth in Section 16 above and elsewhere in this Agreement.); and Lessor shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages.

22. **Ejectment.** When this Agreement shall be determined by condition broke, either during the original Term of this Agreement or any renewal or extension thereof and also when and as soon as the Term hereby created or any extension thereof shall have expired, it shall be lawful for any attorney for Lessee to file an agreement for entering in any competent Court an amicable action and judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the herein Premises, for which this Agreement shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of Execution or of Possession may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such shall have been commenced the same shall be determined and the possession of the Premises hereby demises remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this Agreement as hereinbefore set forth, to bring one or more amicable action or actions as hereinbefore set forth to recover possession of the said Premises.

23. **Additional Rights of Lessor.** Any and all costs, expenses and disbursements, of any kind or nature, incurred by Lessor in connection with the enforcement of any and all of the

terms and provisions of this Agreement, including reasonable attorneys' fees (through all appellate proceedings), shall be due and payable (as Additional Rent) upon Lessor's submission of an invoice therefor. The various rights, remedies and elections of Lessor reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Lessor by law.

24. **Confession of Judgment.** THE FOLLOWING SECTIONS SET FORTH WARRANTS OF AUTHORITY FOR ANY ATTORNEY TO CONFESS JUDGMENT AGAINST THE LESSEE, AND TO HAVE LESSEE'S PROPERTY SEIZED OR OTHERWISE SUBJECTED TO ATTACHMENT OR OTHER EXECUTION PROCESS IMMEDIATELY AFTER THE CONFESSED JUDGMENT IS ENTERED. IN GRANTING THESE WARRANTS OF ATTORNEY, LESSEE CONFIRMS, REPRESENTS AND WARRANTS THAT: THIS LEASE IS A COMMERCIAL TRANSACTION WHICH HAS BEEN ENTERED INTO FOR BUSINESS PURPOSES; LESSEE HAS INDIVIDUAL ANNUAL INCOME GREATER THAN \$10,000.00; A REPRESENTATIVE OF LESSOR SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISIONS IN THIS LEASE TO LESSEE'S ATTENTION AND/OR THAT LESSEE HAS HAD AN OPPORTUNITY TO CONSULT WITH AND WAS REPRESENTED BY LEGAL COUNSEL ABOUT THIS MATIER AND LESSEE'S NEGOTIATION AND EXECUTION OF THIS LEASE, INCLUDING SPECIFICALLY THE CONFESSION OF JUDGMENT PROVISIONS, AND THAT LESSEE'S OWN LEGAL COUNSEL DID SO; IT IS LESSEE'S REASONABLE EXPECTATION THAT IN AN EVENT OF DEFAULT UNDER THE LEASE, THE LESSOR SHALL HAVE THE RIGHT TO CONFESS JUDGMENT AGAINST THE LESSEE AND LESSEE ACKNOWLEDGES THAT SUCH ACTIONS BY THE LESSOR ARE NOT CONTRARY TO THE LESSEE'S BEST INTEREST AND DO NOT CONSTITUTE AN ABSENCE OF GOOD FAITH OR AN ACTION BEYOND THE LESSOR'S SCOPE OF AUTHORITY; LESSEE ACTS KNOWINGLY, INTENTIONALLY, WILLINGLY, FREELY AND VOLUNTARILY, AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE LESSEE HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS OF AND LAWS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE. IT IS SPECIFICALLY ACKNOWLEDGED BY THE LESSEE THAT THE LESSOR HAS RELIED ON THESE WARRANTS OF ATTORNEY AND LESSEE'S GRANTING OF THE CONFESSION OF JUDGMENT PROVISIONS IN THIS LEASE AS CONDITIONS REQUIRED BY THE LESSOR IN EXECUTING THIS LEASE AND AS AN INDUCEMENT TO GRANT THE FINANCIAL ACCOMMODATIONS HEREUNDER, ALL OF WHICH ARE BENEFICIAL TO THE LESSEE.

(a) LESSEE EXPRESSLY WARRANTS AND REPRESENTS THAT THE FOLLOWING WARRANTS OF ATTORNEY TO CONFESS JUDGMENT HAVE BEEN AUTHORIZED EXPRESSLY BY PROPER ACTION OF THE BOARD OF DIRECTORS, MEMBERS OR PARTNERS, AS AND IF APPLICABLE, OF LESSEE.

(b) NOTWITHSTANDING ANYTHING IN THE LEASE TO THE CONTRARY, THESE PARAGRAPHS AND THE AUTHORITY GRANTED BY LESSEE THEREIN ARE NOT AND SHALL NOT BE CONSTRUED TO CONSTITUTE A "POWER OF ATTORNEY" AND ARE NOT GOVERNED BY THE PROVISIONS OF 20 PA. C. S. CHAPTER 56. FURTHERMORE, AN ATTORNEY OR OTHER PERSON OR ENTITY ACTING UNDER THESE PARAGRAPHS SHALL NOT HAVE ANY FIDUCIARY OBLIGATIONS TO LESSEE AND, WITHOUT LIMITING THE FOREGOING, SHALL HAVE NO DUTY TO: (1) EXERCISE THE POWERS FOR THE BENEFIT OF LESSEE, (2) KEEP SEPARATE ANY ASSETS OF LESSEE FROM THOSE OF SUCH ATTORNEY, OTHER PERSON OR ENTITY OR LESSOR, (3) EXERCISE REASONABLE CAUTION AND PRUDENCE ON BEHALF OF LESSEE, OR (4) KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS, RECEIPTS AND DISBURSEMENTS ON BEHALF OF LESSEE.

c) IN THE EVENT OF ANY DEFAULT BY LESSEE EITHER IN THE PAYMENT OF RENT, BASE RENT, ADDITIONAL RENT, OR ANY OTHER SUM TO BE PAID BY LESSEE HEREUNDER, OR IN THE PERFORMANCE OF ANY OF THE TERMS, CONDITIONS, PROVISIONS AND COVENANTS HEREIN SET FORTH, EITHER DURING THE TERM OF THIS LEASE, THE OPTION TERM(S), OR ANY EXTENSION THEREOF OR AFTER THE EXPIRATION OF THE TERM OR SOONER TERMINATION THEREOF, OR DURING ANY HOLDOVER PERIOD BY THE LESSEE, LESSEE HEREBY EMPOWERS ANY PROTHONOTARY OR ATTORNEY OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR LESSEE IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT AGAINST LESSEE FOR RENT, BASE RENT, ADDITIONAL RENT OR OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES RESERVED AS RENT, OR AGREED TO BE PAID BY THE LESSEE, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM, AND TO CONFESS JUDGMENT AGAINST LESSEE FOR ALL OR ANY PART OF SUCH SUMS THEN DUE, AND OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES RESERVED AS RENT, BASE RENT, ADDITIONAL RENT, OR AGREED TO BE PAID BY THE LESSEE, AND FOR LATE FEES, INTEREST AND COSTS AND AT LESSOR'S OPTION, ANY SUMS TO BECOME DUE FOR THE ENTIRE UNEXPIRED BALANCE OF THE TERM OF THE LEASE, TOGETHER WITH AN ATTORNEYS' COMMISSION OF TWENTY PERCENT (20%), BUT IN NO CASE LESS THAN \$7,500.00. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AND AFTER AS ANY OF SAID RENT, BASE RENT, ADDITIONAL RENT, OR OTHER CHARGES RESERVED AS RENT SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED DURING THE TERM, OPTION TERM(S), OR DURING ANY EXTENSION OR RENEWAL TERM, OR AFTER THE EXPIRATION OF ANY SUCH TERM.

(d) IN THE EVENT THAT, AND WHEN, EITHER: (1) THE LEASE SHALL BE TERMINATED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN, AS AFORESAID, EITHER DURING THE TERM, OPTION TERM(S), OR

ANY EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED, OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, OR (2) LESSEE IS IN BREACH OF THIS LEASE; LESSEE HEREBY EMPOWERS ANY PROTHONOTARY OR ATTORNEY OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE IN ANY AND ALL ACTIONS BROUGHT HEREUNDER BY LESSOR TO RECOVER POSSESSION FROM TIME TO TIME OF THE PREMISES, WITHOUT ANY STAY OF EXECUTION OR APPEAL. SUCH JUDGMENT FOR POSSESSION SHALL BE BINDING UPON LESSEE AND ALL PERSONS CLAIMING UNDER LESSEE, AND LESSEE AGREES THAT UPON THE ENTRY OF EACH SUCH JUDGMENT FOR POSSESSION, A WRIT OF POSSESSION OR OTHER APPROPRIATE PROCESS MAY ISSUE FORTHWITH WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES IS RETAINED BY OR RESTORED TO LESSEE, LESSOR SHALL HAVE THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULT OR DEFAULTS TO BRING ONE OR MORE FURTHER ACTIONS IN THE MANNER AND FORM HEREINABOVE SET FORTH TO RECOVER POSSESSION OF SAID PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS LEASE, TAKING, NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LESSOR OF ANY REMEDIES OR ACTION AGAINST LESSEE FOR RENT, BASE RENT, ADDITIONAL RENT, OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT OR CONDITION OF THE LEASE, NOR DEPRIVE LESSOR OF THE RIGHT TO RESORT TO ANY OTHER REMEDY HEREIN PROVIDED IN THE EVENT OF LESSEE'S DEFAULT HEREUNDER.

(e) IN ANY ACTION FOR POSSESSION AS SET FORTH ABOVE IN THIS SECTION 24, LESSOR SHALL FIRST CAUSE TO BE FILED IN ANY SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOME PERSON ACTING FOR IT SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT, OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE, AND, IF A TRUE COPY OF THIS LEASE BE FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

(f) LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS THE MEANING AND EFFECT OF THE CONFESSIONS OF JUDGMENT CONTAINED IN THIS SECTION 24. SPECIFICALLY, LESSEE UNDERSTANDS AMONG OTHER THINGS THAT (1) IT IS RELINQUISHING THE RIGHT TO HAVE NOTICE (EXCEPT AS MAY BE PROVIDED HEREIN), AN OPPORTUNITY TO BE HEARD AND THE RIGHT TO HAVE THE BURDEN OF PROOF OF DEFAULT REST ON LESSOR PRIOR TO THE ENTRY OF JUDGMENT, (2) THE ENTRY OF JUDGMENT MAY RESULT IN A LIEN ON LESSEE'S PROPERTY, (3) LESSEE WILL BEAR THE BURDEN AND

EXPENSES OF ATTACKING THE JUDGMENT AND CHALLENGING EXECUTION ON THE LIEN AND SALE OF THE PROPERTY COVERED THEREBY, (4) ENOUGH OF LESSEE'S PROPERTY MAY BE TAKEN TO PAY THE AMOUNT OF ANY MONEY JUDGMENT OBTAINED BY LESSOR BY CONFESSION, AND (5) LESSOR'S CONFESSION OF JUDGMENT FOR POSSESSION WILL ENTITLE LESSOR TO RECOVER POSSESSION OF, AND EVICT LESSEE FROM, THE PREMISES.

LESSEE

STATE/Commonwealth of _____

COUNTY OF _____

On this _____ day of _____ January 1, 2026, before me a Notary Public in the State/Commonwealth of _____ personally appeared _____ who acknowledged the foregoing Lease Agreement and the Confession of Judgment Provisions contained therein, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

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

Notary Public

25. Notices. All notices required or permitted by this Agreement shall be in writing and sent to each party at the following addresses by either hand delivery; by certified mail, return receipt requested; or by an overnight delivery service which maintains signed receipts or records of delivery. Notice is effective upon receipt or upon attempted delivery if a party refuses delivery or fails to provide a reasonable means for accomplishing delivery. The notice addresses for the parties are:

If to Lessor: LOWER MAKEFIELD TOWNSHIP

With a copy to: Curtin & Heefner, LLP
1040 Stony Hill Road, Suite 150
Yardley, Pennsylvania 19067
Attn: Maureen B. Carlton, Esq.

If to Lessee: _____

With a copy to: _____

Either party may change its address for notice by giving notice in accordance with this Section.

26. Entire Agreement. This Agreement and the Exhibits hereto contain all of the agreements of the Parties hereto with respect to matters covered or mentioned herein and no prior agreement, letter, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. This Agreement may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

27. No Obligations. It is understood that until this Agreement is executed by both Lessor and Lessee, neither party shall have any obligation to the other with respect to the matters set forth in this Agreement or any agreement which preceded it.

28. Captions. Captions and Section headings are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement, of individual Sections or the intent of any provision herein.

29. Successors and Assigns: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. "Lessor" and "Lessee," when used in this Agreement, shall be deemed to refer to the holders from time to time of the interest of the Lessor and Lessee under this Agreement without releasing previous holders of the Lessee's interest from liability resulting from the execution of this Agreement or the subsequent assumption of the Lessee's obligations hereunder. Nothing in this Section shall be construed to authorize or permit Lessee to assign or otherwise transfer its interest in this Agreement without Lessor's prior written consent. Any person occupying all or any portion of the Premises as a result of an assignment or transfer without Lessor's prior written consent

shall be bound by all of the obligations of Lessee but shall not be entitled to any benefit of Lessee hereunder.

30. Transfer by Lessor. If Lessor conveys, assigns or otherwise transfers its interest in the Premises or this Agreement, except as collateral security for a loan, upon such transfer, Lessor shall be released and relieved from all liability with respect to the performance of all obligations on the part of Lessor to perform hereunder from and after the date of such transfer. It is intended that the obligations on the part of Lessor to be performed hereunder shall be binding on each holder of Lessor's interest hereunder only during and in respect of its respective period of ownership of a fee or leasehold interest in the Premises or in this Agreement. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, that Lessor's interest hereunder and in the Premises or any part thereof shall be subject to impressment of an equitable lien.

31. Broker. Lessor and Lessee each represent to the other that no broker or person was instrumental or had any part in bringing about this agreement. Each party agrees to indemnify and hold the other harmless with respect to any judgment, damages, legal fees, court costs and any and all liabilities of any nature whatsoever arising from a breach of this representation.

32. Conformation with the Laws: Jurisdiction: Venue: The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect. This lease shall be governed in all respects by the Commonwealth of Pennsylvania. This Lease shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto each hereby irrevocably consent to the exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania located in the County of Bucks, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Each party waives any objection which such party may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. The parties irrevocably agree to service of process by certified mail, return receipt requested to the address of the appropriate party as set forth herein or as may be subsequently designated by such party.

33. Independent Parties. Nothing contained herein shall be construed as constituting any relationship, partnership or joint venture other than that of Lessee as a tenant of Lessor, as landlord, nor shall this Agreement be construed to establish any relationship between Lessor and the officers, supervisors, directors, members, operators, personnel, agents, employees, contractors or subcontractors of Lessor. Neither Lessee nor its employees, agents, contractors or subcontractors are or shall be deemed to be employees or agents of Lessor. Lessee is not and shall not act as the agent of Lessor. Neither party nor their respective officers, supervisors, directors, members, employees, agents, contractors or subcontractors shall or be authorized to bind the other party.

34. Right-to-Know Law. Township is subject to the Pennsylvania Right to Know Law, 65 P.S. 67.101, et.seq. ("RTKL") and Lessee acknowledges that Lessor shall abide by RTKL, including honoring all proper public records requests made thereunder. In the event Lessor discloses information which Lessee deems "confidential" or "business proprietary" in accordance with its obligations under the RTKL, such disclosure shall not be a breach or other violation hereof.

35. Reservation of Rights. Lessor expressly reserves, and does not waive, any and all rights, protections, indemnifications or other limitations on damages afforded to Lessor pursuant to the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8501, et.seq. In the event that Lessor pursues any litigation, claim or cause of action under this Agreement, Lessor expressly reserves, and expressly does not waive, its right to raise or advance such litigation, claim or cause of action under any available legal theory or doctrine available to the Lessor, including, but not limited to, the doctrine of nullum tempus.

36. Counterparts. This Agreement may be executed in duplicate counterparts by Lessor and Lessee, the legal effect of which shall be the same as if both parties had signed the same instrument. Furthermore, facsimile and e-mail signatures shall be legal and binding for all purposes.

37. Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the Agreement shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Lessor of Base Rent or Additional Rent with knowledge of any breach by Lessee of any obligation of this Agreement shall not be deemed a waiver of such breach.

38. Recordation of Lease. Lessee shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

39. Time. Time is of the essence of this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state in which the Property is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state.

40. Authority of Lessee. If Lessee is a corporation, partnership, association or any other entity, it shall deliver to Lessor, concurrently with the delivery to Lessor of an executed Lease, certified resolutions of Lessee's directors or other governing person or body: (i) authorizing execution and delivery of this Lease and the performance by Lessee of its obligations hereunder; and (ii) certifying the authority of the party executing the Lease as having been duly authorized to do so.

41. **WAIVER OF TRIAL BY JURY.** THE LESSOR AND THE LESSEE, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO LEASE WITH RESPECT TO THIS LEASE (OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH), THE PROPERTY, OR THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE (OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH), THE PROPERTY, OR THE PREMISES.

42. Joint and Several Liability. All parties signing this Lease as Lessee(s) shall be jointly and severally liable for all obligations of Lessee hereunder.

43. Submission of Agreement. Submission of this Agreement to Lessee for signature does not constitute a reservation of space or an option to lease. This Agreement is not effective until execution by and delivery to both Lessor and Lessee.

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IN WITNESS WHEREOF, intending to be legally bound, Lessor and Lessee have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:
LOWER MAKEFIELD TOWNSHIP
Bucks County, Pennsylvania

By: _____
(Vice) Chair

LESSEE:

By: _____
