

December 8, 2022 Planning Commission Meeting

922 Fayette Street Conditional Use Application
Sewer Authority Grant Application

Page 2
Page 67



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

Phone (610) 828-1092 Fax (610) 828-0920

Conditional Use Zoning Application

Application: Z-2022-20

Date Submitted: 11/15/22

Date Received: 11/15/22

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

2. Section of the Zoning Ordinance from which relief is requested:

Section 27-1203(8)

3. Address of the property, which is the subject of the application:

922 Fayette Street, Conshohocken, PA

4. Applicant's Name: Omlie, LLC (Sarah Burlew, Sole Member)

Address: 2094 Julia Drive, Conshohocken, PA 19428

Phone Number (daytime): (267) 453-7616

E-mail Address: Sarah@omlie.com

5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant

6. Property Owner: William Tsubanos

Address: 815 Fayette Street, Conshohocken, PA 19428

Phone Number: (215) 518-9020

E-mail Address: wmtdc@comcast.net

7. Lot Dimensions: 60 x 186 Zoning District: R-O

8. Has there been previous zoning relief requested in connection with this Property?

Yes No If yes, please describe.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

Please see attached narrative.

10. Please describe the proposed use of the property.

Please see attached narrative.

11. Please describe proposal and improvements to the property in detail.

Please see attached narrative.

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

Please see attached narrative.

13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property: _____

b. How the Zoning Ordinance unreasonably restricts development of the property:

c. How the proposal is consistent with the character of the surrounding neighborhood. _____

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

Please see attached narrative.

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

Please see attached narrative.

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

Please see attached narrative.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

Please see attached narrative.

c. Please describe in detail the reasons why the requested relief should be granted.

Please see attached narrative.

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: Andrew M. Slom, Esq.

b. Address: 1617 JFK Blvd., Suite 1250, Philadelphia, PA 19103

c. Phone Number: (267) 328-4783

d. E-mail Address: Andrew@slomlegal.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

Sarah Burlew 11/15/2022
Applicant Sarah Burlew, Sole Member
Omlie, LLC

Legal Owner _____
11/15/2022
Date _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 15 day of
November, 2022.

[Signature]
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
MARK SCOTT - Notary Public
Bucks County
My Commission Expires April 1, 2025
Commission Number 1393757



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

Phone(610)828-1092 Fax (610)828-0920

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: _____



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

DATE: 11/15/22

Via email

Borough of Conshohocken
Attn: Zoning Administration
400 Fayette Street - Suite 200
Conshohocken, PA 19428

Re: Omic, LLC
(Petitioner)

922 Fayette St.
(Premises Involved)

I represent the above applicant. Pursuant to the Borough of Conshohocken Zoning Ordinance, I/We hereby waive the applicable time requirements under the MPC and the Borough Code for the conditional use hearing in the above matter.

This extension is effective through January 31, 2023 (last date of month following Borough Council Voting Meeting)

Please advise if you require anything further in this regard.

Thank you for your consideration of this case.

Sincerely,

[Handwritten Signature]
(Applicant/Attorney Signature)

Andrew M. Slom
(Print Name)

Applicant Request for County Review



P.O. Box 311, Norristown, PA 19404-0311
 Phone: 610-278-3722
 Business Hours: 8:30 A.M. to 4:15 P.M.
 www.planning.montcopa.org

This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.

Date:

Municipality:

Proposal Name:

Applicant Name:

Address:

City/State/Zip:

Phone:

Email:

Applicant's Representative:

Address:

City/State/Zip:

Business Phone (required):

Business Email (required):

Type of Review Requested:

(Check All Appropriate Boxes)

- Land Development Plan
- Subdivision Plan
- Residential Lot Line Change
- Nonresidential Lot Line Change
- Zoning Ordinance Amendment
- Zoning Map Amendment
- Subdivision Ordinance Amendment
- Curative Amendment
- Comprehensive / Other Plan
- Conditional Use
- Special Review*

**(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)*

Type of Plan:

- Tentative (Sketch)
- Preliminary / Final

Type of Submission:

- New Proposal
- Resubmission*

** A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 40%, or C) The previous submission was over 5 years ago.*

Zoning:

Existing District:

- Special Exception Granted Yes No
 Variance Granted Yes No For

Plan Information:

Tax Parcel Number(s)

Location

Nearest Cross Street

Total Tract Area

Total Tract Area Impacted By Development

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

Land Use(s)	Number of New		Senior Housing		Open Space Acres*	Nonresidential New Square Feet
	Lots	Units	Yes	No		
Single-Family			<input type="radio"/>	<input type="radio"/>		
Townhouses/Twins			<input type="radio"/>	<input type="radio"/>		
Apartments			<input type="radio"/>	<input type="radio"/>		
Commercial						
Industrial						
Office						
Institutional						
Other						

**Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.*

Additional Information:

RESET

Narrative:

Applicant is the tenant of the subject property located at 922 Fayette Street, Conshohocken, PA 19428 (the "Subject Property").

The Subject Property is located in the R-O District and was constructed in 1924. The lot dimensions are 60x186 and the total building square footage is approximately 5,000 square feet. To the Owner's best knowledge, the Property has not been the subject of prior zoning relief.

November 11, 2022, Applicant entered into a new Lease Agreement with the Property Owner, William Tsoubanos for a term of three (3) years. A true and correct copy of the November 11, 2022 Lease Agreement is attached hereto as **Exhibit "A"**. On the same day, Applicant submitted a Use and Occupancy Permit Application with the Borough, notifying the Borough of a change in tenant, and seeking a Use and Occupancy Permit for the use of the building by the new tenant, Omlie, LLC (Sarah Burlew is the sole member owner of Omlie, LLC), for offices spaces for a management consulting firm. A true and correct copy of the November 11, 2022 Use and Occupancy Permit Application is attached hereto as **Exhibit "B"**.

Prior to Omlie, LLC's tenancy, the Subject Property was leased by Remington and Vernick Engineers, an engineering firm that occupied the Subject Property for twenty (20) years and ended their tenancy of the Subject Property at the end of March, 2022. Remington and Vernick utilized the Subject Property as office space and had approximately 8-12 employees. Prior to Remington and Vernick's occupancy, the Subject Property was utilized as a doctor's office on the first floor, with residential units on the second and third floors.

Borough officials have advised that because Omlie, LLC's use of the office for its management consulting business is not of the same nature of Remington and Vernick's use of the office for its engineering practice, a Conditional Use Zoning Application is required.

Relief Requested:

Omlie, LLC is a management consulting firm primarily assisting clients in the healthcare industry. Omlie, LLC assists its clients in developing, establishing and executing their strategic plans. Additionally, Omlie, LLC conducts strategy and team-building workshops with its clients; however, such workshops are always performed off-site. Currently, Omlie, LLC has eleven (11) total employees, one of which does not live in the area. Employees of the company are fully remote and attendance at the office is optional. Although clients may, from time to time, visit the office for meetings with the applicant, applicant anticipates that the impact on parking will not exceed that of the prior tenant. The Applicant's normal business hours of Monday through Friday, 9:00am – 5:00pm.

The Subject Property is located in the "R-O" Residential Office Zoning District. Permitted uses include: (1) single-family detached dwellings; (2) single-family semidetached dwellings; (3)

municipal or government office; and (4) accessory uses, in compliance with part 8, general regulations, §27-811, of the zoning code. The prior use of the Subject Property by Remington and Vernick qualified as a conditional use pursuant to §27-1203(1) of the code, as a “Professional office for the practice of medicine, law, engineering, architecture or design, real estate, insurance, financial consultation.” The use of the Subject Property by Applicant for its Management Consulting Firm was deemed not to fall into one of the above-referenced categories, and thus, there was no continuing use. However, Applicant’s newly proposed use does fall squarely within §27-1203(8) of this section, as an “other use[] of similar intensity and scale.” Moreover, there are no exterior or interior changes being made to the Property as it currently exists. A true and correct copy of the Floor Plans are attached hereto as **Exhibit “C”**. As such, the Conditional Use Standards set forth in §27-1204 will continue to be met by Applicant. Moreover, there will likely be less vehicular activity than was caused by the previous tenant, as the Applicant’s employees are fully remote and office attendance is completely optional.

As a result of the foregoing, Applicant respectfully requests that the relief sought in the Conditional Use Zoning Application be granted, permitting the Applicant’s use of the Property as set forth above.

Exhibit “A”

**LEASE
AGREEMENT**

BY AND BETWEEN:

WILLIAM TSOUBANOS

LANDLORD

-and-

OMLIE, LLC

A Pennsylvania Limited Liability Company

TENANT

DATED: NOVEMBER 1, 2022

LEASED PREMISES:

**922 Fayette Street
Conshohocken, PA 19428
Montgomery County
Commonwealth of Pennsylvania**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
1	Leased Premises
2	Term of Lease
3	Improvements to Leased Premises
4	Parking
5	Rent
6	Intentionally Omitted
7	Use/ Operation
8	Repairs and Maintenance
9	Utilities/ Janitorial
10	Taxes
11	Insurance
12	Signs
13	Intentionally Omitted
14	Glass
15	Assignment and Subletting
16	Fire and Other Casualty
17	Notices
18	Alterations and Improvements by Tenant
19	Force Majeure
20	Statements by Landlord and Tenant
21	Condemnation
22	Quiet Enjoyment
23	Indemnity
24	Lease Construction
25	Subordination of Lease
26	Definition of Term "Landlord"
27	Brokers
28	Interest on Tenant's Obligations; Late Payment or Returned Check
29	Rules and Regulations, Waste or Nuisance
30	Intentionally Omitted
31	Right of Re-Entry
32	Event of Default
33	Remedies
34	Non-Liability of Landlord
35	Non-Waiver by Landlord
36	Surrender of Leased Premises
37	Security and First Month's Rental

38	Bind and Inure Clause
39	Environmental Responsibilities
40	Attorney Fees
41	Severability
42	Interpretation
43	Partial Invalidity
44	Entire Agreement
45	Independent Covenants
46	Time of the Essence
47	Patriot Act
48	Corporate Authority
49	Waiver of Jury Trial
50	Confidentiality
51	Limitation of Warranties
52	Recordation
53	No Partnership
54	Bankruptcy
55	Notice of Mortgagee
56	Rights Reserved to Landlord
57	Submission of Lease
58	Governing Law/Venue
59	Counterparts

THIS LEASE AGREEMENT ("Lease") is made as of the 11th day of November, 2022, by and between William Tsoubanos, an adult individual having an address at 815 Fayette Street, Conshohocken, Pa 19428 hereinafter called "Landlord" and Omlie, LLC, a Pennsylvania limited liability company having an address at 922 Fayette Street, Conshohocken, Pa 19428 hereinafter called "Tenant";

WITNESSETH:

Landlord hereby demises and leases to Tenant and Tenant rents and takes from Landlord the Leased Premises hereinafter described upon all of the following terms and conditions upon which the parties do hereby mutually covenant and agree:

1. LEASED PREMISES

The "Leased Premises" shall consist of all the real property located at 922 Fayette Street in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, as well as all improvements situate thereon, including without limitation, the parking lot in the rear of the property and the three story building containing approximately 5,000 square feet (the "Building").

2. TERM OF LEASE

(a) The "Term" of this lease shall be defined as that period of time commencing on the "Commencement Date", which shall be the date Tenant takes occupancy of the Leased Premises after satisfaction of the conditions set forth in Section 2(d) below, and expire on the "Expiration Date", being thirty-six (36) full calendar months after the Commencement Date, which the parties anticipate will be December 31, 2025, unless the lease is extended or sooner terminated, as set forth in the Lease.

(b) This Lease shall be contingent upon Tenant, at Tenant's sole costs and expense, obtaining approval from the Borough of Conshohocken to use the building for offices. Tenant will be permitted early access to the Leased Premises upon prior notice to, and consent by, Landlord in order to take measurements and for planning for occupancy and use.

(c) If Tenant does not vacate the Leased Premises upon the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord (in addition to any other sums payable under this Lease) as Base Rent for the period of such holdover an amount equal to one and one-half times the Base Rent which would have been payable by Tenant had the holdover period been a part of the immediately preceding year of the Term (without waiver of Landlord's right to recover damages as permitted by law). The rent payable during the holdover period shall be payable to Landlord on demand. No holding

over by Tenant, whether with or without the consent of Landlord, shall operate to extend the Term. Tenant shall indemnify Landlord against all claims made due to the holdover including, but not limited to, claims by any tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Leased Premises to such other tenant or prospective tenant.

(d) This Lease is contingent and conditioned upon the Tenant obtaining (i) an unappealed and unappealable conditional use permit duly issued by the Borough of Conshohocken (the "Borough") for Tenant's intended use of the Leased Premises, and (ii) a duly issued Use and Occupancy for the Leased Premises. Tenant shall have ninety (90) days from the date hereof to obtain the Conditional Use approval and Use and Occupancy Certificate stated herein, provided however, said ninety (90) day time period may be extended by the mutual agreement of Tenant and Landlord. In the event that the Borough places any conditions or other contingencies on the Conditional Use permit then, (1) both Landlord and Tenant must agree that the conditions are acceptable, and (2) any improvements required, pursuant to this section 2(d), to the Leased Premises shall be completed by Landlord at Landlord's sole cost and expense. The Parties shall have the right to terminate this Lease, at no cost, charge or penalty, if any of the conditions stated in this section are not satisfied.

3. "AS-IN" CONDITION

- (a) Tenant represents that it has inspected the Leased Premises and all previous promises and/or guarantees have been satisfactorily complied with. Tenant is familiar with the condition of each portion of the Leased Premises and accepts the same in its present "AS IS" "WHERE IS" condition and "WITH ALL FAULTS", provided, however, the Landlord represents and covenants that the HVAC and other building systems shall be in good and working order on the Commencement Date, and that the Building is structurally sound and in compliance with all applicable laws, rules, regulations and ordinances.

4. PARKING

- (a) During the Term, Tenant shall have the exclusive right to use, at no additional cost to Tenant, eleven (11) parking spaces and have full access in and out of the designated parking area in the rear of the Leased Premises. Provided, however, that Landlord shall not be responsible for the security or safety of the vehicles or personal belongings of Tenant, Tenant's agents, invitees, or visitors.

5. RENT

- (a) Tenant agrees to pay the base rent ("Base Rent") (in accordance with the chart set forth below) to Landlord in equal monthly installments in advance, commencing on the Commencement Date and continuing during the Term, without demand, offset or reduction (except as otherwise expressly set forth in this Lease). Monthly installment of Base Rent shall be due and payable on the dates as stated below. If the Commencement Date should be a date other than the first day of a calendar month, the monthly rent for the first partial month shall be prorated on a per diem basis. Any increases in Base Rent during the Term shall occur on the first day of the calendar month in which such increase is scheduled to occur. Landlord's acceptance of Rent or any amount due and owing, or failure to enforce any right under this Lease shall not waive any other rights that

Landlord may have hereunder. Any attempt to collect Rent and/or other amounts due and owing by one proceeding shall not waive Landlord's right to collect the same by any other proceeding. The Base Rents for the initial term shall be as follows:

Beginning	Ending	Monthly	Annual
January 01, 2023	December 31, 2023	\$9,000.00	\$108,000.00
January 01, 2024	December 31, 2024	\$9,250.00	\$111,000.00
January 01, 2025	December 31, 2025	\$10,000.00	\$120,000.00

(b) Tenant shall have the option to extend the Lease term as to the entire Leased Premises for two (2) additional one (1) year periods at the end of the applicable term of this Lease, (each an "Extended Term"), by giving written notice to the Landlord of its intention to do so no later than six (6) months prior to the expiration of the then current Term. Upon the timely and proper exercise of an extension option by Tenant, Landlord and Tenant shall negotiate in good faith to determine the fixed rental rate for the applicable Extended Term. If agreement cannot be reached within sixty (60) days, then Landlord and/or Tenant shall each have the right to, no later than ninety (90) days prior to the commencement of the Renewal Term, terminate the extension option, and this Lease shall expire on the then applicable Expiration Date.

(c) All other obligations of Tenant under the Lease shall be deemed to be items of additional rent hereunder. The additional rent payments shall be due on the same date the Base Rent payments are due.

(d) Base Rent and additional rent are sometimes collectively called "Rent". All rent due under the terms of this Lease shall be payable to William Tsoubanos at 815 Fayette Street, Conshohocken, Pa 19428, or to such other address as Landlord may designate by written notice to Tenant.

6. INTENTIONALLY OMITTED

7. USE/ OPERATION

(a) Tenant covenants and agrees to continuously use and occupy the Leased Premises solely for the purpose of office use for conducting lawful business.

(b) From and after the Commencement Date, Tenant shall occupy the Leased Premises, conduct its business, and control its agents, employees, invitees and visitors in such a manner as is lawful and reputable. Tenant shall not allow the Leased Premises to be used in any way which would, in the reasonable opinion of Landlord, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Leased Premises. Tenant shall comply with all laws and ordinances and all rules and regulations of governmental authorities and all

recommendations of the Association of Fire Underwriters with respect to the use or occupancy of the Leased Premises by the Tenant (provided, however, Tenant shall not be obligated or responsible to complete any improvements or other work to the Leased Premises to comply with such laws, ordinances, rules or regulations unless Tenant by its own actions and/or negligence has created the noncompliance with such laws, ordinances, rules or regulations. Tenant shall not block, remove, or impair the smoke detectors, fire equipment, fire extinguishers and alarms. Tenant shall keep the Leased Premises clean, orderly, sanitary and free from objectionable odors, nuisances, and from termites, insects, vermin and other pests. Any program of extermination and the company or person performing same shall be subject to Landlord's approval and shall be at Tenant's sole cost and expense. Such approvals will not unreasonably be withheld, conditioned, or delayed.

(c) Tenant shall not conduct business operations on the sidewalks in front of the Leased Premises or in the other areas common to all tenants. Tenant agrees to keep the Leased Premises and the sidewalks and the walkways adjacent to the Leased Premises and any loading platform and service area used by Tenant clear and free from any rubbish and dirt and to store all trash and garbage within the Leased Premises in adequate containers so as not to be visible to the public nor to create any health or fire hazard and arrange for the regular pickup of such trash or garbage at Tenant's sole cost and expense. Tenant shall be liable, and indemnify Landlord, from any actions, omissions, claims, or damages caused by, or related to, waste services, except for such items caused by Landlord's gross negligence, willful misconduct or resulting from Landlord's breach of its obligations under this Lease.

(d) Tenant shall use and occupy the Leased Premises in compliance and cause the Leased Premises to comply with all applicable laws, rules, ordinances, regulations and related covenants applicable to the Leased Premises, including without limitation, the Americans with Disabilities Act of 1990, provided, however, Tenant shall not be obligated or responsible to complete any improvements or other work to the Leased Premises to comply with such laws, ordinances, rules or regulations unless Tenant by its own actions and/or negligence has created the noncompliance with such laws, ordinances, rules or regulations.

(e) Tenant, at Tenant's sole cost and expense, shall at all times throughout the Term:

i. Safely use all electric, plumbing, appliances, and other facilities in or at the Leased Premises.

ii. Not place any fixtures, antenna, awning or other projection on the exterior of the Leased Premises.

iii. Do nothing to destroy, deface, damage, or remove any part of the Leased Premises or the surrounding property, common areas, and areas of ingress and egress.

iv. Keep no inflammable or dangerous things, substances, or materials in, or at, the Leased Premises.

v. Not, without the consent in writing of Landlord, place or maintain any merchandise or other articles in the parking areas, driveways, or other areas outside of the Leased Premises.

vi. Not cause or permit the transmission of any unreasonable noise that may be transmitted or heard beyond the confines of Leased Premises or at unreasonable hours.

vii. Not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises.

viii. Maintain and keep in full force and effect all certificates, licenses and permits issued by any governmental and quasi-governmental authorities necessary to lawfully use, occupy and operate the Leased Premises for the purposes set forth in this Paragraph 7. Tenant shall notify Landlord immediately if any such certificates, licenses and/or permits lapse or are suspended and Tenant shall cease operations immediately until such certificates, licenses and/or permits are renewed or again become effective.

ix. Not solicit business or distribute handbills or other advertising matter in any common areas (including placing any of the same in or upon any automobiles parked in any parking areas).

x. Not place a load upon any floor or structure that exceeds the floor load or structure load that it was designated to carry.

xi. Not place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Leased Premises or where the same can be seen or heard from outside the Leased Premises

xii. Tenant will pay all utilities bills for electric, air conditioning, heat, water, trash, and sewer consumed.

8. REPAIRS AND MAINTENANCE

(a) **Building and structures.** Landlord shall, at Landlord's own cost and expense, maintain the exterior of the Leased Premises and the interior (except for those items that Tenant is responsible pursuant to the terms of this Lease) of the Leased Premises including the HVAC, mechanical, electrical and fire suppression system (if applicable) and plumbing systems in good condition and repair during the Term. During the Term, Landlord shall maintain a contract with a competent, licensed contractor reasonably acceptable to Landlord to perform maintenance on the HVAC system at least annually. The Tenant shall be responsible for day-to-day light maintenance items such as changing lightbulbs or fixing a clogged toilet, as well as cleaning and trash. Tenant shall be responsible for all of Tenant's chattels, furniture, personal property, and other furnishings,

Page | 8

and Tenant shall be responsible for any maintenance caused or required by their own negligence or neglect. Tenant shall not make any repairs, additions, alterations, or add any fixtures without the prior written consent of Landlord. Such approval shall not be unreasonably withheld, and any such additions, repairs, and alteration, or fixtures shall be at the sole costs and expense of Tenant. Tenant shall indemnify and hold Landlord harmless for any damages caused by any such additions, alterations, fixtures and/or repairs.

(b) Common areas. Tenant shall not be obligated to pay a common area maintenance charge. Landlord will maintain the common area exterior maintenance including Ice and Snow removal from the sidewalks, the driveway, the rear parking area and access points to Fayette Street and Forrest Street and that are not already maintained by Conshohocken. Tenant shall notify Landlord of any potential hazardous or dangerous conditions and place necessary signage warning of same when, and where, applicable.

9. UTILITIES/ JANITORIAL

(a) From and after the Commencement Date, Tenant shall pay, before any interest or penalty shall accrue thereon, all water and sewer rentals and charges and all charges for gas, electricity, telephone, internet, cable, air conditioning, heating, and communication services and other utility services used, rendered or consumed upon the Leased Premises during the Term hereof and Landlord shall have no liability or obligation in connection therewith. Tenant shall transfer all utilities into its name on the Commencement Date of this Lease and shall remain through the duration of the Lease.

(b) Tenant, at Tenant's sole cost and expense, shall arrange for janitorial, and extermination, services to the Leased Premises to maintain the Leased Premises in broom-clean, sanitary condition, free of infestation by rodents or insects of any nature throughout the Term.

10. TAXES

(a) Landlord will pay all taxes levied against leasehold improvements, located at the Leased Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Leased Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord, upon demand, that part of such taxes for which Tenants is primarily liable. Tenant shall pay when due any and all taxes related to Tenant's use and operation of its business in the Leased Premises.

(b) Should Landlord institute proceedings to contest the validity or the amount of any tax or assessment levied against the Leased Premises, Tenant shall cooperate in such proceedings, at no cost or expense to Tenant.

11. INSURANCE

(a) Tenant, at Tenant's sole cost and expense, shall take out and maintain during the Term the following insurance coverages: commercial general liability insurance on an occurrence basis with respect to the Leased Premises and the business operated by Tenant thereon, with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000.00) for bodily injury, death, fire, water damage, property damage and personal liability. Landlord has no obligation to insure any of Tenant's property, chattels, personal items, or belonging. The cost of defending any claims made against any of the policies required to be carried by Tenant shall be the expense and costs of Tenant, and Tenant will indemnify and hold Landlord harmless for same, except for such claims arising from Landlord's gross negligence, willful misconduct, or arising from Landlord's breach of the terms of this Lease. Tenant shall immediately report to Landlord, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Tenant, or Tenant's receipt of notice or knowledge of any claim by a third party or any occurrence that might give rise to such claims. Tenant shall add Landlord and Landlord's mortgagees as insured parties named in such insurance.

(b) Tenant shall require any contractor of Tenant performing work in, on or about the Leased Premises to take out and keep in full force and effect, at no expense to Landlord: (i) commercial general liability insurance, including contractor's liability coverage, contractual liability coverage, broad form property damage endorsement, contractor's protective liability and completed operations coverage, with limits, for each occurrence, of not less than Two Million Dollars (\$2,000,000) combined single limit with respect to personal injury or death and property damage; and (ii) worker's compensation or similar insurance in form and amounts required by law.

(d) Tenant, at Tenant's sole cost and expense, shall maintain and keep in full force and effect during the Term such other insurance as Landlord may reasonably require.

(e) Tenant shall deliver certificates of insurance evidencing compliance with the applicable covenants of this Paragraph 11 upon the execution of this Lease, upon each renewal, change of coverage or change of carrier of Tenant's insurance, and at other times reasonably required by Landlord. Each such certificate shall provide that no expiration, cancellation or material change in the insurance evidenced thereby shall be effective unless ten (10) days unconditional notice of such expiration, cancellation or material change shall have been given to all parties in interest, including, without limitation, Landlord and Agent (as defined in Paragraph 27 below). If Tenant fails, within ten (10) days after request therefor, to supply such certificates to Landlord, Landlord may, but is not obligated to, obtain and pay for such insurance and receive reimbursement therefor from Tenant upon demand, together with interest on the amount so expended at the Default Rate. Any amounts owed hereunder by Tenant to Landlord shall be deemed to be additional rent.

(f) All insurance policies required hereunder shall be primary policies and shall be written on an "occurrence" basis and have deductibles, if any, which do not exceed deductible amount(s) generally maintained by similarly situated tenants. Such policies shall, if available, be issued by an insurance company or companies with a general policyholder's rating of not less than "A-" (or the next highest rating available for Tenant's use) in the most current available Best's Key Rating Guide Property Casualty and licensed to do business in the Commonwealth of Pennsylvania. All such insurance policies that Tenant or Tenant's contractors are required to maintain pursuant to the provisions of Paragraph 11 shall name Landlord, its lenders and its reasonable designees as additional insureds as their interest may appear.

(g) From time to time during the Term, but no more often than once every year, Landlord shall have the right to require Tenant to raise its insurance limits to levels that are customarily carried by tenants operating comparable businesses in the Borough.

(h) Each party hereto hereby releases and waives any and every claim which arises or which may arise in its favor and against the other party or parties hereto, and all persons and entities claiming through or under it or them, by way of subrogation or otherwise for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Leased Premises, and for all incidental and consequential losses arising from such property damage, including all losses and damages caused by the negligence of the other party, to the extent that such loss or damage covered under an insurance policy or policies or is required to be covered pursuant to this Lease, and to the extent such policy or policies contain provisions permitting such waiver of claims.

(i) Tenant will not do, omit to do, or suffer to be done or kept or suffer to be kept anything in, upon or about the Leased Premises which will violate the provisions of Landlord's policies insuring against loss or damage by fire or other hazards (including, but not limited to, public liability), which will adversely affect Landlord's all-risk property or liability insurance premium rating or which will prevent Landlord from procuring such policies in companies acceptable to Landlord, provided Tenant is first given adequate notice of the requirements of such policies. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Leased Premises shall cause, by itself or in combination with other circumstances existing at the Leased Premises, the premium rate of all-risk property or other insurance on the Leased Premises in companies acceptable to Landlord to be increased beyond the established rate from time to time fixed by the appropriate underwriters with regard to the use of the Leased Premises for the purposes permitted under this Lease, Tenant will pay the amount of such increase or, in the event that other circumstances existing at the Leased Premises shall have contributed to such increase, such equitable portion of such increase as reasonably determined by Landlord, as additional rent upon Landlord's demand and will thereafter pay the amount of such increase, as the same may vary from time to time, with respect to every premium relating to coverage of the Leased Premises during a period falling within the Term until such increase is eliminated. In addition, if applicable, Landlord may at its option rectify the condition existing on the Leased Premises which caused or was a contributing cause of the increased

Page | 1 |

premium rate in the event that the Tenant should fail to do so after written notice and may charge the cost of such action to Tenant as additional rent, payable on demand. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule, issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the all risk property insurance rate on the Leased Premises.

12. SIGNS

No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except Tenant shall be permitted, at Tenant's sole costs and expense, to utilize the front phylon sign and place a sign in the rear parking lot, subject to approval of landlord (not to be unreasonably withheld, conditioned or delayed), or signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with all laws, ordinances, regulations, and restrictions, of any kind or nature relating to such signage. All such permitted signs shall, at the sole cost and expense of Tenant, be maintained and repaired in first-class condition by Tenant throughout the Term. Upon expiration or termination of this Lease, Tenant shall be responsible for removing all signs installed by Tenant and shall be required to promptly repair any damage resulting therefrom, or such removal and repair may be done by Landlord and the cost billed to Tenant.

13. INTENTIONALLY OMITTED

14. GLASS

Landlord shall be responsible for the prompt replacement of any glass in the windows or other apertures of the Leased Premises which may become damaged or destroyed. In the event that the damage is caused by Tenant's own actions and/or negligence then Tenant shall be responsible for the prompt replacement of same

15. ASSIGNMENT AND SUBLETTING

Tenant shall not have the right to mortgage or otherwise encumber the leasehold estate without the prior written consent of Landlord. Tenant may assign this Lease or sublet all or any portion of the Leased Premises with the prior written consent of Landlord, which consent will not unreasonably be withheld, conditioned or delayed. Any assignment or subletting by Tenant without Landlord's consent shall be voidable at Landlord's option, whether or not Landlord accepts or agrees to accept rent from any purported assignee or sublessee. No assignment or subletting by Tenant, with or without Landlord's consent, shall be deemed a release of Tenant's obligations under this Lease. Unless otherwise agreed, Tenant shall be responsible for all costs and fees associated with any Assignment by Tenant. No assignee or sublessee of the Leased Premises of any portion thereof may further assign the Lease or sublet the Leased Premises or any portion thereof. If Tenant is a corporation or similar entity (such as a limited liability company, limited

Page | 12

partnership or the like), the sale or transfer of a controlling interest in Tenant, whether in a single transaction or a series of transactions, shall be deemed an "Assignment" for the purposes of this paragraph, and if at any time during the Term, any part or all of the ownership interests of Tenant shall be transferred by sale, merger, consolidation, assignment, bequest, inheritance, operation of law or other disposition, so as to result in a change of control, either directly or indirectly, of Tenant, then Tenant shall provide prior written notice to Landlord of such change

16. FIRE AND OTHER CASUALTY

(a) In case of any damage to or destruction of any of the buildings or structures on the Leased Premises by fire or other insured casualty which shall render all or a portion of the Leased Premises untenable and unfit for occupancy as reasonably determined by the Parties, Landlord shall repair and restore the Leased Premises with reasonable speed and dispatch. Notwithstanding the foregoing, Landlord shall not be required to repair or replace any of Tenant's furniture, chattels, furnishing, fixtures or equipment, or any Alterations or improvements not originally installed or constructed by Landlord. Tenant agrees that during any period of reconstruction or repair of the Leased Premises it will continue the operation of its business within the Leased Premises to the extent reasonably practicable. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof, except that during the period from the occurrence of the casualty until Tenant is able to open for business in the entire Leased Premises, Tenant's obligation to pay rent shall be abated in the proportion that the square footage of the Leased Premises which is not usable bears to the aggregate square footage of the Lease Premises.

(b) In the event the Leased Premises should be totally destroyed by fire or other casualty, or if in the determination of Landlord the Leased Premises should be damaged so that rebuilding cannot reasonably be completed substantially within one hundred eighty (180) days after Landlord's receipt of written notification by Tenant of the destruction, or if the Leased Premises are damaged or destroyed by casualty not covered by insurance required to be carried in accordance with the terms and provision of this Lease or if the insurance proceeds received by Landlord from its insurance are not sufficient to completely restore the damage or destruction, or if all or any portion of such insurance proceeds are required by Landlord's lender to be applied against debt owed to such lender, or if the damage occurs during the last twelve (12) months of the Term, then and in such event Landlord shall have the right, privilege and option to elect, in Landlord's sole and exclusive discretion, not to restore and replace the Leased Premises. Landlord's decision, either to rebuild or not to rebuild, in such event, shall within thirty (30) days of such casualty or damage be communicated to Tenant in accordance with Paragraph 17 below. In the event Landlord elects not to restore the Leased Premises, upon giving of such notice as hereinabove required by Landlord to Tenant, this Lease shall become null and void. In the event Landlord, however, elects to restore and rebuild the Leased Premises, Landlord shall proceed with such construction with reasonable speed and dispatch and the rent shall abate and recommence in the same manner as herein before in this paragraph provided.

(c) For the purposes of this paragraph, in determining what constitutes reasonable speed and dispatch, consideration shall be given for delays which would be excuses for non-performance as hereinafter provided in the paragraph entitled "FORCE MAJEURE".

(d) If Landlord does not elect to terminate this Lease, within thirty (30) days of the date of said fire or casualty, Landlord shall furnish to Tenant a reasonable estimate of a reputable contractor detailing the time necessary to render the Leased Premises fully tenable. If such estimated time exceeds one hundred eighty (180) days, Tenant may, but only within thirty (30) days after receipt of the time estimate, terminate this Lease by written notice to Landlord. In the event neither party terminates this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Leased Premises to a condition substantially similar to the condition prior to casualty, excluding restoration of Tenant's work, alterations and any other leasehold improvements made by Tenant. If the Premises are not rendered fully tenantable by Landlord within one hundred eighty (180) days from said fire or casualty, Tenant shall have the right to terminate this Lease by providing Landlord with written notice of its election to do so.

17. NOTICES

Whenever this Lease requires or permits any consent, approval, notice, request or demand from one party to the other (collectively, "Notice"), such Notice must be in writing and shall be effective on the date of actual receipt of such Notice by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change in address of which the sending party has not been notified. The following shall, without limitation, be prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent or representative, (b) if by a nationally-recognized overnight courier, by a receipt from the courier evidencing delivery, (c) when sent via electronic mail to the designated party, or (d) if hand delivered, by a delivery receipt signed by the addressee or the addressee's agent or representative. Notices shall be addressed to Landlord at its address stated above, and/or such other place as Landlord may designate in writing and addressed to Tenant at the Leased Premises and/or at such other place as Tenant may designate in writing.

18. ALTERATIONS AND IMPROVEMENTS BY TENANT

(a) Tenant shall not make any alterations, additions, or improvements ("Alterations") to the Leased Premises without the prior written consent of Landlord. Tenant shall not destroy or demolish any portion of the Leased Premises or any improvements within the Leased Premises, provided, however, Tenant installing wall mounted TVs, security cameras, chandeliers, and whiteboards within the Building shall not constitute or be deemed Alterations, and shall remain the property of Tenant, provided however, that upon the termination of this Lease Tenant removes same, at Tenant's sole costs and expense and repair any damage caused by same.

(b) Prior to the commencement of any Alterations and as a condition precedent to giving any

approval, Tenant shall deliver to Landlord (i) a complete set of all plans and specifications in form and substance reasonably acceptable to Landlord, relating to the proposed work and any related contract between Tenant and any contractor or supplier, (ii) intentionally omitted, and (iii) evidence reasonably satisfactory to Landlord that each contractor has adequate worker's compensation and general liability insurance (naming Landlord, Agent and Landlord's contractors and subcontractors, if any, as insureds). If Tenant fails to obtain the consent of Landlord and makes Alterations at the Leased Premises, such Alterations shall be removed by Tenant on demand. Landlord's receipt, review and possible approval of such plans and specifications shall not be construed to constitute a representation or warranty by Landlord as to compliance with applicable laws, as to the structural, engineering or other design depicted in such plans and specifications or as to the quality or fitness of any materials used. All Alterations shall be completed in a good and workmanlike manner and shall be constructed in accordance with all applicable laws, building codes and insurance requirements.

(c) All Alterations shall be performed in such manner and at such time so as to avoid interference with any work being done by Landlord or its contractors or subcontractors in the Leased Premises.

(d) Tenant and its contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in the performance of its work, for the removal of waste and debris resulting therefrom and for any damage caused by them to any installations or work performed by Landlord or its contractors and subcontractors.

(e) All Alterations shall become the property of Landlord and shall remain a part of the Leased Premises at the end of the Term. At such time as Landlord approves an Alteration, Landlord shall also advise Tenant whether said Alteration will need to be removed at the expiration of the Term. If Landlord requires an Alteration to be removed, Tenant shall have the option of not installing said Alteration. Upon the election of Landlord, at the end of the Term, Tenant shall, at its own cost and expense, remove such Alterations and repair any damage caused by such removal. This provision shall survive the expiration or earlier termination of the Term. Tenant shall promptly pay for all costs of all Alterations.

(f) No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Leased Premises. Tenant shall promptly pay all persons furnishing labor or materials with respect to any work performed by Tenant or its contractors on or about the Leased Premises. If any mechanic's or other liens shall at any time be filed against the Leased Premises or the property of which the Leased Premises are a part by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Leased Premises through or under Tenant, and regardless of whether any such lien is asserted against the interest of Landlord or Tenant, Tenant shall within ten (10) days cause the same to be discharged of record or bonded to

Page | 15

the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord upon demand.

19. FORCE MAJEURE

The period of time during which Landlord or Tenant is prevented from performing any act required to be performed under this Lease by reason of fire, catastrophe, strikes, pandemic, lockouts, civil commotion, acts of God or the public enemy, government prohibitions or preemptions, embargoes, inability to obtain material or labor by reason of governmental regulations or prohibitions, or by the failure of a prior tenant to vacate the Leased Premises, the act or default of some other party, or other events beyond the reasonable control of Landlord or Tenant, as the case may be, shall be added to the time for performance of such act. Notwithstanding the foregoing, in the event there is a government mandated shut down or closure and Tenant is prohibited from occupying the Leased Premises (a "Mandated Closure") then the monthly Rent shall be abated during such Mandated Closure (the "Abatement Period"), provided that the Abatement Period shall not be longer than three (3) months. Landlord and Tenant shall mutually agree, acting in good faith, when the Abatement Period commences and terminates.

20. STATEMENTS BY LANDLORD AND TENANT

Landlord and Tenant agree at any time and from time to time, upon not less than twenty (20) days' prior notice from the other, to execute, acknowledge and deliver to the party requesting same a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that it is not in default (or if claimed to be in default, stating the amount and nature of the default) and specifying the dates to which the Base Rent and other charges have been paid in advance, if any; it being intended that any such statement delivered pursuant to this paragraph may be relied upon as to the facts contained therein. Neither party shall be required to provide such statement more frequently than annually, except in connection with a sale, financing or refinancing of the Leased Premises.

21. CONDEMNATION

(a) If all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and in the reasonable determination of the Parties the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which it is then being used, this Lease shall, at the option of either Landlord or Tenant, terminate and the rent

shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority.

If a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Paragraph 21(a) above, Landlord shall restore and reconstruct, to the extent of condemnation proceeds (excluding any proceeds for land) actually received after the exercise by any mortgagee of the Leased Premises of an option to apply such proceeds against Landlord's debt to such mortgagee, the Leased Premises and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable. The rent payable under this Lease during the unexpired portion of the Term shall be reduced in proportion to the area taken, effective on the date possession is taken by the condemning authority. If this Lease is not terminated pursuant to Section 21(a), within thirty (30) days after the notice of condemnation or taking, Landlord shall furnish to Tenant a reasonable estimate of a reputable contractor detailing the time necessary to render the Leased Premises fully tenable. If such estimated time exceeds one hundred eighty (180) days, Tenant may, but only within thirty (30) days after receipt of the time estimate, terminate this Lease by written notice to Landlord. In the event neither party terminates this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Leased Premises to a condition substantially similar to the condition prior to said condemnation or taking. If the Premises are not rendered fully tenantable by Landlord within one hundred eighty (180) days from said date of taking or condemnation, Tenant shall have the right to terminate this Lease by providing Landlord with written notice of its election to do so. (b) All compensation awarded for any taking (or the proceeds of private sale in lieu thereof), whether for the whole or a part of the Leased Premises, shall be the property of Landlord (whether such award is compensation for damages to Landlord's or Tenant's interest in the Leased Premises), and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for taking of Tenant's fixtures and other personal property within the Leased Premises and only if a separate award for such items is made to Tenant.

22. QUIET ENJOYMENT

Tenant, upon the paying of all rent hereunder and performing each of the covenants, agreements and conditions of this Lease required to be performed by Tenant, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the Term without hindrance or molestation of anyone lawfully claiming by, through or under Landlord, subject, however, to the terms and conditions of this Lease. This covenant of quiet enjoyment is in lieu of any implied covenant of quiet enjoyment under Pennsylvania law.

23. INDEMNITY

Anything in this Lease to the contrary notwithstanding, to the extent not prohibited by law, and except for items caused by Landlord's gross negligence or willful misconduct, and without

limiting Tenant's obligation to provide insurance pursuant to Paragraph 11 hereunder, Tenant covenants and agrees that it will indemnify and save harmless Landlord, its employees, agents, successors or assigns against and from all claims, losses, costs, injuries, damages, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorneys' fees actually incurred) ("Claims") incurred by Landlord, its employees, agents, successors or assigns by reason of any of the following occurring during the Term of this Lease:

(a) Any matter, cause or thing arising out of the use, occupancy, control or management of the Leased Premises and any part thereof by Tenant, its agents, contractors, servants, employees, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of Landlord or anyone acting by or through Landlord;

(b) Any negligence or intentional misconduct on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees;

(c) Any accident, injury, damage to any person or property occurring in or about the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of Landlord or anyone acting by or through Landlord;

(d) Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with; or

(e) Any matter arising out of any act or omission of Tenant, its agents, contractors, invitees or employees in the Leased Premises. Landlord shall promptly notify Tenant of any such claim and shall promptly send to Tenant copies of all papers or legal process served upon Landlord in connection with any action or proceeding brought against Landlord, its employees, agents, successors or assigns by reason of any such claim. Tenant shall, at its own expense, defend all actions brought against Landlord, its employees, agents, successors or assigns for which Tenant is responsible for indemnification hereunder, and if Tenant fails to do so, Landlord (at its option, but without being obligated to do so) may, at the cost and expense of Tenant and upon notice to Tenant, defend such actions, and Tenant shall pay and discharge any and all judgments that arise therefrom. The provisions of this Paragraph 23 expressly survive the expiration or earlier termination of this Lease.

24. LEASE CONSTRUCTION

This Lease shall be construed pursuant to the laws of the Commonwealth of Pennsylvania without regard to principles of conflict of law.

25. SUBORDINATION OF LEASE

This Lease and all of Tenant's rights, title and interest in the Leased Premises and the buildings and other improvements thereon is hereby expressly made subject and subordinate to any mortgage or mortgages of record on the date of the execution of this Lease and to any mortgage or mortgages hereinafter made to any *bona fide* institutional lender or lenders, including any renewals, modifications, amendments, consolidations, replacements and extensions thereof, provided, however, such future subordination and attornment shall be conditioned on Tenant not being disturbed in its possession of the Leased Premises as a result of such subordination, absent the occurrence and continuance of an Event of Default beyond all applicable notice and cure periods. The holder of any mortgage or mortgages may also elect that this Lease shall have priority over such mortgage or mortgages and upon notification by such holder to Tenant, this Lease shall be deemed to have priority over such mortgage or mortgages whether this Lease is dated prior to or subsequent to the date of such mortgage or mortgages. Tenant agrees to attorn to any holder of any such mortgage or mortgages. Although the terms of this provision are intended to be self-operative and self-executing, Tenant agrees to execute such documentation as Landlord may reasonably require to confirm the terms of this Paragraph 25.

Landlord represents and warrants that there is a mortgage currently encumbering the Leased Premises. Landlord further represents that Landlord has not received any default notice from the party holding the mortgage against the Leased Premises, and to Landlord's knowledge there are no existing defaults under the loan documents relating to the Leased Premises.

Landlord shall exercise commercially reasonable efforts to obtain from its current mortgage lender a subordination, non-disturbance and attornment agreement reasonably acceptable to Tenant relating to the Leased Premises.

26. DEFINITION OF TERM "LANDLORD"

When the term "Landlord" is used in this Lease, it shall be construed to mean and include only the owner of the fee title of the Leased Premises. Upon the transfer by Landlord of the fee title hereunder, the Landlord shall notify the Tenant in writing pursuant to Paragraph 17, above, of the name of Landlord's transferee. In such event, the then Landlord shall be automatically freed and relieved from and after the date of such transfer of title of all liability with respect to the performance of any of the covenants and obligations on the part of the Landlord herein contained to be performed subsequent to the date of such transfer of title, provided any such transfer and conveyance by the Landlord is expressly subject to the assumption by the grantee or transferee of the obligations of the Landlord to be performed pursuant to the terms and conditions of the within Lease, including an express assumption by the said grantee or transferee of the obligation to repay any security which has been or may be deposited with the Landlord pursuant to the terms and conditions of the within Lease.

27. BROKERS

Landlord represents and warrants to Tenant that no broker or agent engaged or contacted by Landlord either negotiated or was instrumental in negotiating or consummating this Lease other than Coldwell Banker Preferred Real Estate and/or John Mancini ("Agent"), and Landlord agrees to indemnify Tenant against any loss, expense (including reasonable attorneys' fees and costs), cost or liability incurred by Tenant as a result of Claims by any broker or finder contracted by or attributed to Landlord. Tenant represents and warrants to the Landlord that no broker or agent engaged or contacted by Tenant either negotiated or was instrumental in negotiating or consummating this Lease, and Tenant agrees to indemnify Landlord against any loss, expense (including reasonable attorneys' fees and costs), cost or liability incurred by Landlord as a result of Claims by any broker contracted by or attributed to Tenant. Landlord shall pay all commissions owed Agent pursuant to a separate agreement between Landlord and Agent.

28. INTEREST ON TENANT'S OBLIGATIONS: LATE PAYMENT OR RETURNED CHECK

(a) Any amount due from Tenant to Landlord which is not paid when due shall bear interest at Ten Percent (10%) per annum, calculated to begin 30 days from the date on which such payment is due until the date on which such payment is paid, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

(b) In the event Tenant is more than ten (10) days late in paying any amount of rent due under this Lease, Tenant shall pay Landlord a late charge equal to five percent (5%) of each delinquent amount of rent and any subsequent delinquent amount of rent. Landlord agrees not to assess such late charge until five(5) business days have elapsed after Landlord has given Tenant notice of such delinquency. The parties agree that the amount of such late charge represents a reasonable estimate of the cost and expense that would be incurred by Landlord in processing each delinquent payment of rent by Tenant and that such late charge shall be paid to Landlord as reasonable and agreed upon liquidated damages for each delinquent payment, but the payment of such late charge shall not excuse or cure any default by Tenant under this Lease. The parties further agree that the payment of late charges and the payment of interest provided for in the preceding paragraph are distinct and separate from one another in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of a late charge is to compensate Landlord for the additional administrative expense incurred by Landlord in handling and processing delinquent payments, but excluding attorneys' fees and costs incurred with respect to such delinquent payments.

(c) If Tenant makes any payment to Landlord by check which is returned for insufficient funds or any other reason, then Tenant shall pay Landlord, as additional rent, the sum of One Hundred and Fifty Dollars (\$150.00) for every check thus returned.

(d) Tenant shall be responsible for any costs and fees associated with any insufficient funds, in cost of collection, or breach of this Lease, necessarily including court costs and attorney

fees.

29. RULES AND REGULATIONS, WASTE OR NUISANCE

(a) Tenant covenants and agrees to comply with all present and future laws, statutes and ordinances and the orders, rules, regulations, directives and requirements of all federal, state, county and municipal departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any governmental, public or quasi-public authority which may be applicable to the Leased Premises.

(b) Tenant covenants and agrees not to suffer, permit or commit any physical waste. In addition to and not in limitation of the other indemnities set forth in this Lease, Tenant agrees to indemnify and save Landlord free and harmless of and from any and all fines, claims, demands, actions, liens, proceedings, judgments and damages (including reasonable attorneys' and other professional fees) of any kind or nature by anyone whatsoever, arising or growing out of any breach or non-performance by Tenant of the covenants contained in this paragraph.

(c) Tenant agrees to enforce strict compliance with all laws of the United States and the Commonwealth of Pennsylvania by its business and social invitees, specifically including, but not limited to, the regulation of use, storage, dispensation and possession of prescription medications, alcoholic beverages and controlled substances.

30. INTENTIONALLY OMITTED

31. RIGHT OF RE-ENTRY

Landlord and its agents and representatives shall have the right, at all reasonable times during Tenant's regular business hours, and in such manner as to cause as little disturbance to Tenant as reasonably practicable, to enter the Leased Premises for the following purposes: (a) inspecting the physical condition of the Leased Premises; (b) performing all obligations of Landlord under this Lease or Applicable Law; (c) showing the Leased Premises to prospective purchasers, mortgagees and tenants; (d) maintaining, replacing, extending or otherwise modifying the building systems; and (e) access to telephone closets, electrical panels, and similar installations which may serve the Leased Premises. Except for emergencies, Landlord will give Tenant 24-hour written notice prior to any entry, and Tenant shall have the right to have one of its employees accompany Landlord or its agent or representative, as the case may be. No such entry shall be construed under any circumstances as a forcible or unlawful entry into the Leased Premises, or an eviction of Tenant.

32. EVENT OF DEFAULT

The occurrence of any one or more of the following events shall constitute an "Event of Default".

Default”:

(a) Tenant shall default in the payment of Base Rent, additional rent, or other sums due under this Lease and such default shall continue for a period of five (5) days after the date upon which any such payment is due hereunder; and/or

(b) Tenant shall default in the observance or performance of any of its covenants or obligations under this Lease (other than the payment of rent), and shall not have cured such default within fifteen (15) days after written notice from Landlord of such default, or, if such default is susceptible to being cured but is of such a nature that it cannot be completely remedied within said fifteen (15) days, Tenant shall not (i) have promptly, upon the giving by Landlord of such notice, advised Landlord of Tenant's intention to institute all steps necessary to remedy such situation, (ii) have promptly instituted and thereafter diligently prosecuted to completion all steps necessary to remedy the same, and (iii) have completely corrected such default within a reasonable time after the date of the giving of said notice by Landlord and in any event prior to such time as would either subject Landlord or Landlord's agents to prosecution for a crime or cause a default under any lease or mortgage affecting the Leased Premises (which correction of such default shall in no event exceed sixty (60) days in the aggregate); and/or

(c) Tenant breaches Paragraph 7, 11, 15 or 39 of this Lease; and/or

(d) Tenant vacates or abandons the Leased Premises. As used herein, "Abandonment" shall include, without limitation, Tenant's absence from the Leased Premises for twenty (20) days or longer for reasons other than as permitted herein for casualty, condemnation or remodeling, whether or not Tenant may have left all or any part of its trade fixtures or other personal property in the Leased Premises; and/or

(e) Tenant shall file a voluntary petition in bankruptcy or insolvency, or commence a case under the Federal Bankruptcy Code, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (foreign or domestic), or shall make an assignment for the benefit of creditors or shall seek or consent or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any guaranty or of all or any part of Tenant's or guarantor's personal property; and/or

(f) Within sixty (60) days after the commencement of any proceeding against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (foreign or domestic), such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Tenant or any guarantor or of all or any part of Tenant's or any guarantor's personal property, without the consent or

acquiescence of Tenant or any guarantor, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Tenant or any guarantor or any of Tenant's or any guarantor's personal property pursuant to which the Leased Premises, or any part thereof, shall be taken or occupied or attempted to be taken or occupied; and/or

(g) Tenant shall do or permit to be done any act, which results in a lien being filed against the Leased Premises and Tenant fails to cause the same to be discharged of record or bonded to the satisfaction of Landlord within ten (10) business days of acquiring notice of such lien; and/or

(h) If Tenant submits to Landlord any material false information on any document required to be given by Tenant to Landlord; and/or

(i) If Tenant fails to vacate and surrender the Leased Premises as required by this Lease upon the expiration of the Term or sooner termination of this Lease.

33. REMEDIES

Upon the occurrence and during the continuance of an Event of Default, Landlord may, at its option, exercise any one or more of the following remedies, without any additional notice or demand:

(a) Commence dispossession, eviction or forcible detainer proceedings with or without the termination of this Lease.

(b) Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Base Rent, additional rent, damages or otherwise.

(c) Landlord may recover from Tenant, in lieu of other damages that may be recoverable under this Section 33, as and for liquidated damages, and not as a penalty, an amount equal to the difference between the Rent reserved hereunder for the period which otherwise would have constituted the balance of the then current Term (including any extension options exercised by Tenant) and the fair market rental value of the Leased Premises at the time of such election, for such period, both discounted at the rate of six percent (6%) per annum to present worth, all of which shall immediately be due and payable by Tenant to Landlord. In determining the fair market rental value of the Leased Premises, the rental realized by any reletting, if such reletting be accomplished by Landlord within a reasonable time after the termination of this Lease, shall be deemed *prima facie* to be the fair market rental value.

(d) Terminate the Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer by reason of the termination of the Term under this subparagraph or

otherwise.

(e) With or without termination of the Term, relet all or a portion of the Leased Premises (either alone or together with additional space) on behalf of Tenant and receive directly the rent by reason of the reletting. Tenant agrees to pay Landlord within thirty (30) days of written demand any deficiency that may arise by reason of any reletting of the Leased Premises and Tenant agrees to reimburse Landlord within thirty (30) days of written demand for any reasonable expenditures actually made by it for remodeling or repairing in order to effect a reletting and for all other expenses incurred in connection with such reletting, including reasonable brokerage commissions and attorney's fees. Landlord shall not be liable for any failure to relet the Leased Premises, in whole or in part, nor for any failure to collect any rent due from any such reletting.

(e) Enter upon and take possession of the Leased Premises, without being liable for prosecution of any claim for damages or for trespass or other tort. In the event that Landlord shall have taken possession of the Leased Premises and pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use any additions, alterations and improvements thereto. Landlord shall also have the right to remove from the Leased Premises (without the necessity of obtaining a distress warrant, writ of sequestration, or other legal process) all or any portion of such furniture, trade fixtures, equipment, and other personal property located thereon and place same in storage at any premises within the County in which the Leased Premises is located. In such event, Tenant shall be liable to Landlord for the reasonable costs incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless from all loss, damage, cost, reasonable expense, and liability in connection with such removal and storage.

(f) Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord within thirty (30) days of written demand for any and all reasonable costs or expenses which Landlord actually incurs. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this subparagraph, except for such damage caused by Landlord's, or its agents', representatives' or contractors', gross negligence or willful misconduct,

(g) Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

(h) EXHIBIT A, INCORPORATED HEREIN BY REFERENCE, PARAGRAPHS 33(j) BELOW SET FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT. IN GRANTING THIS WARRANT OF AUTHORITY TO CONFESS JUDGMENT AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TENANT MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE

CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA BEFORE A JUDGMENT IS ENTERED OR EXECUTED THEREON.

(i) **CONFESSION OF JUDGMENT FOR POSSESSION** See Exhibit A

(j) Avail itself of any other remedy available at law or in equity.

(k) No expiration or termination of this Lease pursuant to this Paragraph 33 or by operation of law or otherwise (except as expressly provided herein) and no repossession of the Leased Premises or any part thereof shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession, and Landlord may, at its option, sue for and collect all rent and other charges due hereunder at any time as when such charges accrue.

(l) No agreement to accept a surrender of the Leased Premises and no act or omission by Landlord or Landlord's agents during the Term shall constitute an acceptance or surrender of the Leased Premises or a termination of this Lease unless made in writing and signed by Landlord. No re-entry or taking possession of the Leased Premises by Landlord shall constitute an election by Landlord to terminate this Lease unless notice of such intention is given to Tenant. No custom or practice which may develop between the parties in connection with the terms of this Lease shall be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Lease, without written notice thereof to the other party. The receipt and acceptance by Landlord of Base Rent and/or any items of additional rent, if any, with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent or additional rent, if any, herein stipulated shall be deemed to be other than on account of the earliest Base Rent or additional rent, if any, reserved hereby which is due and owing at the time such payment is received by Landlord. No endorsement or statement on any check or any letter accompanying any check or payment of any such rent shall be deemed in accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to remedy provided in this Lease. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each such be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

(o) **Landlord Default.** In the event Landlord fails to perform any material covenant, agreement or obligation on Landlord's part to be performed hereunder, Tenant shall have the right (a) if no emergency exists, to make such payment or perform such obligation after giving thirty (30) days' written notice to Landlord or if such failure is not curable within said thirty (30) day period, such longer period as is reasonably necessary in which to cure such failure, provided Landlord commences to cure the same within such thirty (30) day period and thereafter diligently prosecutes the same to completion; and (b) in any emergency situation, to make such payment or perform such obligation immediately upon written or oral notice if prior notice is not practical. Landlord

shall reimburse Tenant for the amount of the reasonable out of pocket costs and expenses incurred by Tenant in making such payment or performing such obligation on Landlord's behalf within thirty (30) days of Tenant's written demand together with invoices for such expenditures. If Landlord fails to reimburse Tenant, Tenant shall be entitled to offset such amounts against monthly Rent until repaid in full.

34. NON-LIABILITY OF LANDLORD

(a) It is expressly understood and agreed by and between the parties to this Lease that Tenant shall assume all risk of damage and casualty to its property, equipment and fixtures occurring in or about the Leased Premises whatever the cause of such damage or casualty, except for damage caused by Landlord's gross negligence, willful misconduct, or breach by Landlord of its obligations under this Lease. It is further understood and agreed that, in any event, Landlord, in its capacity as Landlord and, if applicable, as builder or general contractor of the Leased Premises is located, and Landlord's agents, servants and employees shall not be liable to Tenant, Tenant's agents, employees, contractors, invitees or any other occupant of the Leased Premises, for any damage or injury to person or property or for any inconvenience or annoyance to Tenant or any other occupant of the Leased Premises for injury to or interruption of Tenant's or such other occupant's business, arising out of or attributable to (i) the design and construction of the Leased Premises, (ii) any maintenance, repairs, replacements, additions, alterations, substitutions and installations made to the Leased Premises for which Tenant is responsible under this Lease, (iii) the acts or omissions of any tenant or other occupants of any space adjacent to or adjoining the Leased Premises, (iv) steam, electricity, gas, water, rain, sewage, ice or snow, or any leak or flow from or into the Leased Premises, of which Landlord had no actual or constructive notice. In addition to, and not in limitation of, the foregoing, Tenant agrees to accept full responsibility for all motor vehicles stored at the Leased Premises and the parking area. Tenant shall be liable for all damages caused by the operation of said vehicles in or about the Leased Premises and its parking areas and driveways, and Tenant agrees to waive any claims for damages to said vehicles or loss thereof it may have against Landlord for all reasons whatsoever, except for intentional acts of Landlord or its agents.

(b) Notwithstanding anything to the contrary provided in this Lease, each and every term, covenant, condition and provision of this Lease is hereby made specifically subject to the provisions of this Paragraph 34. It is expressly understood and agreed that there shall be no personal liability whatsoever on the part of Landlord or any successor in interest of Landlord (or on the part of the officers, directors and shareholders of any corporation or the members of any firm, partnership, limited partnership, limited liability company or joint venture or trustees or beneficiaries of any trust which may be the Landlord or any successor in interest of the Landlord at any time or from time to time) with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall look solely to the equity, rents, insurance and/or condemnation proceeds of Landlord or such successor in interest in the fee estate of Landlord in the Leased Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by any such successor in interest of any of the terms, covenants, conditions

and provisions of this Lease to be performed by Landlord, such exculpation of corporate and/or personal liability to be absolute and without any exception whatsoever.

35. NON-WAIVER BY LANDLORD

The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option of Landlord herein conferred in any one or more instances shall not be construed as a waiver by Landlord of any of its rights or remedies in this Lease, nor shall it be construed as a waiver, relinquishment or failure of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

36. SURRENDER OF LEASED PREMISES

On the last day or sooner termination of the Term, as it may be renewed or extended, Tenant shall quit and surrender the Leased Premises, broom-clean, in good condition and repair (reasonable wear and tear and damage by fire excepted) and free of all lettings, occupancies, liens and encumbrances, together with all alterations, additions and improvements that may have been made in, to or on the Leased Premises, except movable furniture and unattached movable trade fixtures put in at Tenant's expense. On or before the end of the Term, Tenant shall remove all its property from the Leased Premises and restore the Leased Premises to its original condition. If Tenant leaves any of Tenant's property in or at the Leased Premises, Landlord may (a) dispose of it and charge Tenant for the cost of disposal, or (b) keep it as abandoned property.

37. SECURITY AND FIRST MONTH'S RENTAL

There will be NO security deposit.

38. BIND AND INURE CLAUSE

The terms, covenants and conditions of the within Lease shall be binding upon and inure successors and assigns, as the case may be to the benefit of each of the parties hereto, their respective executors, administrators, heirs, successors and assigns, as the case may be.

39. ENVIRONMENTAL RESPONSIBILITIES

(a) Without first obtaining Landlord's written consent, neither Tenant, nor any of its agents, employees, licensees, contractors or invitees shall cause or permit any Hazardous Materials (defined below) to be stored, handled, treated, released or brought upon or disposed of on the Leased Premises; provided, however, Tenant shall be entitled to use such Hazardous Materials as are normal and customary for its permitted use, provided Tenant shall comply with any and all applicable laws, ordinances, rules, regulations and requirements respecting the storage, handling, treatment, release, disposal, presence or use of such permitted Hazardous Materials. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all Claims from or in connection with the presence (or suspected presence) or release (or suspected release), spill

(or suspected spill) or discharge (or suspected discharge) of any Hazardous Materials (i) on the Leased Premises at any time after the Commencement Date and until the expiration or sooner termination of this Lease, unless directly deposited or caused by Landlord, or its agents, contractors, representatives, or employees. Without limiting the generality of the foregoing, the indemnity set forth above shall specifically cover any reasonable investigation, monitoring and remediation costs actually incurred by Landlord. Any sums expended by Landlord shall be reimbursed by Tenant as additional rent within thirty (30) days of written demand therefor by Landlord. As used herein, the term "**Hazardous Materials**" shall mean any hazardous or toxic substances, materials, wastes, pollutants and the like which are defined as such in, and/or regulated by (or become defined in and/or regulated by), any applicable local, state or federal law including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), any other federal, state, local or foreign law or ordinance which is presently in effect or hereafter enacted relating to environmental matters, any rules and regulations promulgated under any of the foregoing, and any and all amendments to the foregoing (collectively, "**Environmental Laws**").

(b) Tenant shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the Leased Premises or elsewhere. Tenant shall immediately notify Landlord of any release of any Hazardous Material by Tenant on the Leased Premises whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

(c) Tenant is not, and the Leased Premises shall not be occupied during the Term by, an "**Industrial Establishment**," as defined in ISRA.

(d) Tenant shall promptly deliver to Landlord copies of any written communication between Tenant and any governmental agency or instrumentally concerning or relating to Environmental Laws.

(e) Tenant agrees to execute and deliver without unreasonable delay any written statement required by Landlord to evidence Tenant's compliance with the provisions of this Paragraph 39.

(f) Tenant's obligations under this Paragraph 39 shall survive the expiration or earlier termination of this Lease.

(g) Landlord hereby represents and warrants to Tenant that to the best of Landlord's knowledge, information, and belief there are no Hazardous Materials in, on or under the Leased Premises in violation of applicable law as of the date of this Lease. Tenant understands and agrees that Landlord has not performed an inspection for Hazardous Materials nor is required to do so under this Lease.

40. ATTORNEY FEES

In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, the prevailing party in such action shall recover that party's costs and expenses incurred in connection with the suit or action, including attorney's fees, filing fees, court costs, expert fees, and any other reasonable expenses incurred as a result thereof, if any.

41. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

42. INTERPRETATION

The captions appearing in this Lease are for convenience only and in no way define, limit, construe or describe the scope of intent of any paragraph. Grammatical changes required to make the provisions of this Lease apply (a) in the plural sense where there is more than one tenant, and (b) to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

43. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

44. ENTIRE AGREEMENT

This Lease, the Exhibits, and Amendments or Addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, provisions and understandings between Landlord and Tenant concerning the Leased Premises and there are no

covenants, promises, agreements, conditions, provisions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

45. INDEPENDENT COVENANTS

Tenant agrees that Tenant's covenants and obligations under this Lease shall be independent of Landlord's covenants and obligations under this Lease and that each such covenant and obligation is independent of any other covenant or obligation. Landlord's breach or non-performance of any of Landlord's covenants or obligations under this Lease shall not excuse Tenant of Tenant's covenants and obligations under this Lease and shall not be the basis for any defense, of any kind or nature whatsoever, to any suit by Landlord for Tenant's breach or non-performance of any of Tenant's covenants or obligations under this Lease (including, without limitation, Tenant's failure to pay Base Rent, additional rent and other payments due under this Lease). All payments of Base Rent, additional rent or other payments due under this Lease are absolutely and unconditionally due at the times set forth herein, without any right of set-off or deduction of any kind or nature whatsoever.

46. TIME OF THE ESSENCE

It is expressly agreed by Landlord and Tenant that time is of the essence with respect to this Lease and each and every provision hereof.

47. PATRIOT ACT

Tenant and Landlord, each represent and warrant to the other that such party is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control, and that such party is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Each party warrants to the other that neither they nor their constituents or affiliates are in violation of any laws relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all Claims arising from or related to any breach of the foregoing representations and warranties.

48. CORPORATE AUTHORITY

If Tenant executes this Lease as a corporation or a partnership (general or limited) or other entity, Tenant and each person executing this Lease on behalf of Tenant hereby personally

represents and warrants that: Tenant is a duly authorized and existing corporation or partnership (general or limited) or other entity as provided herein; Tenant is qualified to do business in the Commonwealth of Pennsylvania, the corporation or partnership (general or limited) or other entity as provided herein has full right and authority to enter into this Lease; each person signing on behalf of the corporation or partnership (general or limited) or other entity as provided herein is authorized to do so; and the execution and delivery of the Lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement, or other contract or instrument to which Tenant is a party or by which Tenant may be bound.

49. WAIVER OF JURY TRIAL

THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING, CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY TENANT AND TENANT HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

50. CONFIDENTIALITY

Tenant represents and warrants to Landlord that Tenant shall keep the terms set forth in this Lease (the "Information") in confidence.

51. LIMITATION OF WARRANTIES

EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE, LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE, LANDLORD HAS MADE NO WARRANTIES OR REPRESENTATIONS

CONCERNING ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL MATTERS AFFECTING ANY PART OF THE PROPERTY, AND LANDLORD HEREBY EXPRESSLY DISCLAIMS AND TENANT WAIVES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY SUCH MATTERS.

52. RECORDATION

Neither party shall be entitled to record this Lease.

53. NO PARTNERSHIP

By executing this Lease, Landlord is not for any purpose becoming an agent, a partner of, or joint venturer with Tenant in the conduct of its business.

54. BANKRUPTCY

If Tenant liquidates its business, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy or has filed against it a petition in bankruptcy, files a bill in equity, or other proceedings for the appointment of a receiver or other custodian for its property, or if proceedings for reorganization or composition with creditors under any law are instituted by or against Tenant or if any levy or sale or execution of any kind is made upon or of any property of Tenant in the Leased Premises, Tenant shall immediately notify Landlord.

55. NOTICE OF MORTGAGEE

After receiving written notice from any person, firm or other entity that it holds a mortgage which includes as part of the mortgage property the Leased Premises, Tenant shall, so long as such mortgage is outstanding, be required to give such holder of mortgage the same notices as may be given to Landlord under the terms of this Lease, but such notice may be given by Tenant or Tenant's counsel to Landlord and such holder concurrently.

56. RIGHTS RESERVED TO LANDLORD

Without limitation of any of Landlord's rights in any other sections of this Lease, and provided there is no unreasonable adverse effect on Tenant's business operation in the Leased Premises, Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of such exercise, and the exercise of any such rights shall not be deemed to constitute an eviction, constructive or actual, or disturbance of Tenant's use or possession of the Leased Premises, nor shall such exercise give rise to any claim for set-off or abatement of rent or any other claim: (i) to change the name or street address of the Leased Premises; (ii) to temporarily close entryways, public space and corridors in the Leased Premises and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder,

so long as the Leased Premises are reasonably accessible and usable; (iii) to regulate delivery and service of supplies and the usage of the loading docks and receiving areas; (iv) intentionally omitted; (v) to grant to any tenant the exclusive right to conduct any business or render any service in the common areas, subject to Tenant's use; and (vi) to make any reasonable changes or restrictions to be in compliance with applicable laws, rules, and regulations. Notwithstanding anything to the contrary, if the Leased Premises, or portion thereof, is rendered untenable for a period of three (3) consecutive business days due to an interruption of utility services, or use of the Leased Premises, caused by the intentional actions or omissions or negligence of Landlord or Landlord's employees, agents or contractors, then Tenant shall be entitled to an abatement of Rent for the entire period of interruption which shall continue until such date that the condition rendering the Premises, or a portion thereof, untenable has been eliminated.

57. SUBMISSION OF LEASE

The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Leased Premises, nor confer any rights or impose any obligations upon either party until the execution thereof by Landlord and the delivery of an executed original copy thereof to Tenant or its representative.

58. GOVERNING LAW/VENUE

This Agreement will be construed, interpreted, and enforced in accordance with the internal laws of the State of Pennsylvania and the United States of America, as such laws would apply to the construction and enforcement of contracts entered into and fully performed between Pennsylvania parties. The parties agree that the State and County Courts in Montgomery County, PA and/or and Federal Courts for the Eastern District of Pennsylvania will have jurisdiction of all issues and disputes which arise under or in connection with this Agreement, and both Parties consent to the jurisdiction and venue of such courts upon service of process made in accordance with the laws of Pennsylvania and the United States. All legal actions or disputes shall be brought in the local Conshohocken magisterial district justice for the Leased Premise or in the Court of Common Pleas of Montgomery County, PA. Any legal suit, action, or proceeding arising out of or based upon/relating to this Lease or the transactions contemplated hereby shall be instituted in state court located in the Commonwealth of Pennsylvania in the County of Montgomery and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. If this paragraph is conflicting with any other provisions in the Lease, then this paragraph shall be controlling.

59. COUNTERPARTS

This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement. A facsimile or email of a signature will have the same legal effect as an originally drawn signature.

60. RIGHT OF FIRST REFUSAL

(a) In the event that Landlord elects to sell the Leased Premises, or receives a written and signed offer from any person, entity, or third party of any type, private, public, or otherwise, to purchase the Leased Premises that Landlord wishes to accept (collectively, an "Offer"), then Tenant shall have a right of first refusal (the "Right of First Refusal") to purchase the Leased Premises, as described below:

1. Notice of Offer. Landlord shall notify Tenant, in writing, of the Offer, including the proposed purchase price and all material terms and conditions of the sale or purchase.

2. Tenant's Exercise of Right. Tenant shall have twenty (20) business days to determine whether Tenant wishes to purchase the Leased Premises under the same terms and conditions as set forth in the Offer, and to notify Landlord in writing of its decision. Landlord and Tenant shall then have thirty (30) days from the date the notice is received by Landlord to negotiate and execute an agreement of sale for the Leased Premises.

3. Failure to Exercise. If Tenant does not timely notify Landlord that Tenant is exercising its Right of First Refusal, then Landlord shall be free to sell the Leased Premises to any third party and this Lease shall remain in full force and effect, the sale shall be subject to this Lease, and the third party purchaser shall be bound by this Lease.

(b) Modification of Offer. In the event that Tenant does not exercise its Right of First Refusal, and the amount of the purchase price as set forth in the original Offer is thereafter decreased or if any other term of the Offer is materially modified, Tenant's Right of First Refusal shall be re-triggered and Tenant shall be entitled to notice thereof and given the same opportunity as set forth in Section 60 above to purchase the Leased Premises under the modified terms and price.

(c) Survival. In the event the contemplated sale to a prospective purchaser is not consummated for any reason, Tenant's Right of First Refusal shall survive and be triggered by any subsequent Offers to purchase the Leased Premises which are received by Landlord throughout the term of this Lease or any renewal or extension thereof.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Lease as of the day and year first above written.

LANDLORD:

William Tsubanos

By: 
William Tsubanos

TENANT:

Omlie, LLC

By: 
Sarah Burlew, Sole Member

Exhibit "A"
Confession of Judgment

THE FOLLOWING PARAGRAPHS SET FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT. IN GRANTING THIS RIGHT TO CONFESS JUDGMENT AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, AND IRREVOCABLY AND, ON THE ADVICE OF THE SEPARATE COUNSEL OF TENANT, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TENANT HAD OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA

CONFESSION OF JUDGMENT FOR POSSESSION. TENANT HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY AGREES THAT, IN THE EVENT THAT, AND WHEN THE LEASE SHALL BE DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN THAT CONTINUES BEYOND APPLICABLE NOTICE AND CURE PERIODS, AS AFORESAID, DURING THE LEASE TERM, AND AS SOON AS THE LEASE TERM, AS SAME MAY HAVE BEEN EXTENDED FROM TIME TO TIME, HEREBY CREATED SHALL HAVE EXPIRED OR BE TERMINATED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR TENANT TO CONFESS JUDGMENT IN EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THE LEASE SHALL BE A SUFFICIENT WARRANT; WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS MAY ISSUE FORTHWITH OR 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 REMAINS IN OR IS RESTORED TO TENANT, THE LANDLORD SHALL HAVE THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULT OR DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT IN THE MANNER AND FORM HEREINBEFORE SET FORTH, TO RECOVER POSSESSION OF THE PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THE LEASE NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT; NOR THE RESORT TO ANY WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE, AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED IN THE MANNER PROVIDED HEREIN.

Tenant Initials SCB

AFFIDAVIT OF DEFAULT. IN ANY ACTION TO CONFESS JUDGMENT FOR IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY LANDLORD OR SOMEONE ACTING FOR LANDLORD 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 THE LEASE (AND OF THE TRUTH OF THE COPY SUCH AFFIDAVIT SHALL BE SUFFICIENT EVIDENCE) BE FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

Tenant Initials SCB

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PRE-JUDGMENT HEARING BY AGREEING TO THE TERMS OF THIS PARAGRAPH REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT, IN THE EVENT OF DEFAULT THAT CONTINUES BEYOND APPLICABLE NOTICE AND CURE PERIODS, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION OF THE PREMISES PURSUANT TO A JUDGMENT BY CONFESSION AND EXECUTING UPON SUCH JUDGMENT. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS PARAGRAPH.

BY TENANT:

Omlie , LLC

By: Sarah Burlew
Sarah Burlew, Sole Member

Exhibit “B”



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200
Conshohocken, PA 19428
Phone (610) 828-1092
Fax (610) 828-0920

For Office Use Only
Date Application Received:
Receipt #
U & O Fee \$.00
Cash Check #
Land Use Code:
Parcel # 0-500-

USE & OCCUPANCY PERMIT APPLICATION PERMIT#

SECTION 1. REASON FOR APPLICATION (Check Appropriate Condition)

- Property Sale / Transfer of Ownership
Property Rental / Change of Tenant
Use Group / Occupancy Classification Change
Location of Property: 922 Fayette Street
Floor and/or Suite and/or Apt # entire building

SECTION 2: OCCUPANCY CLASSIFICATION/USE GROUP INFORMATION. Please indicate the present occupancy type/use group. (If the building is mixed use, list of the appropriate classification/use groups). c Single Family o Multi-Family o Mercantile c Business o Other Professional offices

- Residential - Unit(s) - Fees: Single Family Dwelling or Multi Family Dwelling = \$75 per unit
Commercial - Square Ft = 5000 - Fees - Commercial = \$300 < 6000 sq ft & \$5 per 100 sq ft > 6000 sq ft

Does the tenant/buyer intend a change in occupancy classification/use group? Yes or No. (If Yes, please provide description of the proposed new use)

SECTION 3. PRESENT PROPERTY OWNER

Name(s): William Tsouhanos
Address: 815 Fayette Street
City: Conshohocken State: PA Zip Code: 19428
Daytime or Cell Phone #: 610-828-2500
E-mail: WmTdc@comcast.net

SECTION 4. PROPERTY SALE - BUYER (complete EITR form)

Buyer's Name(s):
Address:
City: State: Zip Code:
Daytime or Cell Phone #:
E-mail

Does the buyer intend to occupy or reside at the location? Yes or No If the answer is Yes, skip Section 5

SECTION 5. PROPERTY RENTAL - CHANGE OF TENANT - TENANT

- (A) Borough Ordinances requires property owners to obtain a Use and Occupancy Permit each time a change of tenant occurs in all of the occupancies/use groups listed in Section #2.
(B) Borough Ordinance requires single & multi-family dwelling rental units to be registered with the Borough of Conshohocken. A Rental Property Registration Form can be obtained at the Conshohocken Municipal Building during normal business hours.

FOR RESIDENTIAL TENANT USE ONLY (complete EITR form)

Resident's Name:
Resident's Name: (attach a separate sheet of paper if necessary)

FOR COMMERCIAL TENANT USE ONLY

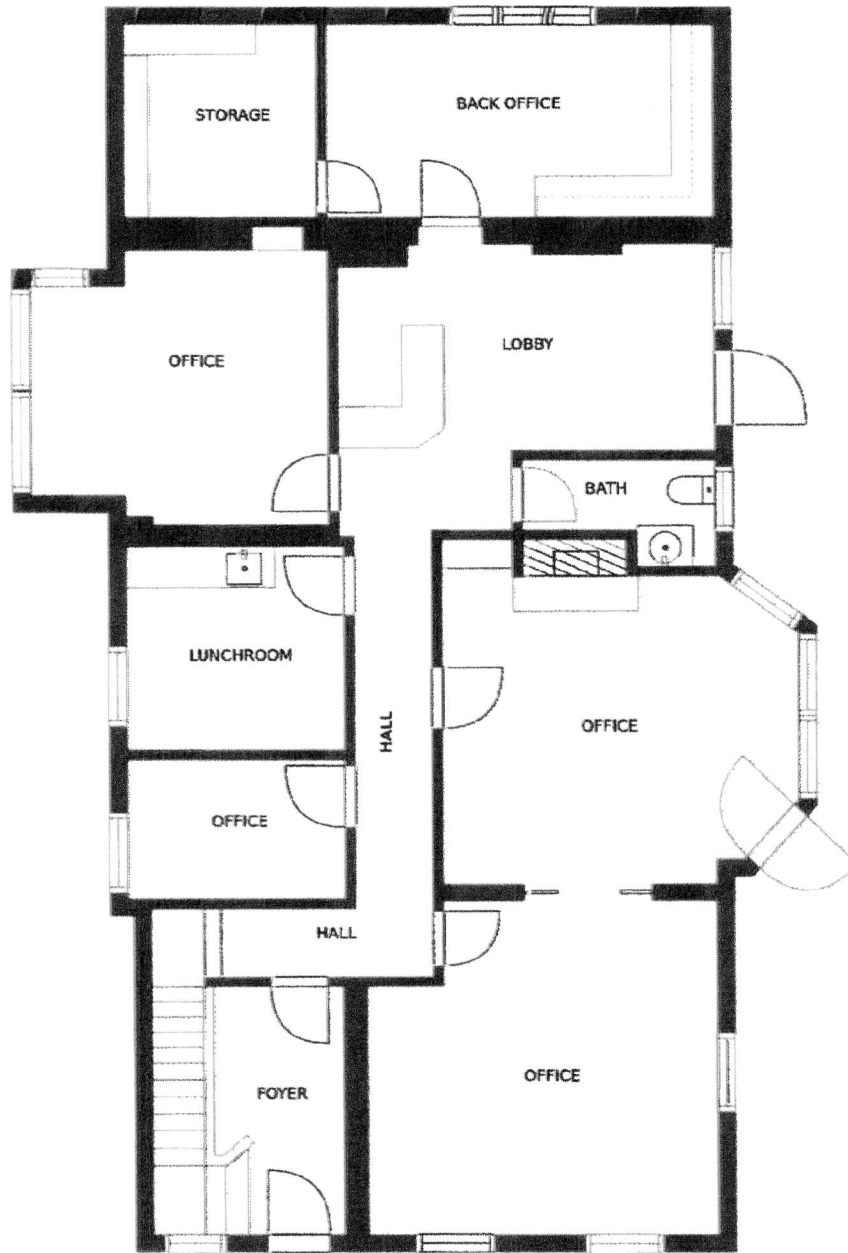
Business Name: Om1ie, LLC
Address: 2094 Julia Drive City: Conshohocken State: PA Zip Code: 19428
Contact Person: Sarah Burlew Title: CEO
Daytime or Cell Phone #: 267-453-7616 E-mail: sarah@om1ie.com

Application is hereby made to the Borough of Conshohocken for the approval to use and occupy the aforementioned location in full or part. I agree to comply with all Ordinances and Codes of the Borough of Conshohocken and the Commonwealth of Pennsylvania. I will not occupy or allow occupancy of any land, structure or building until a Certificate of Occupancy is issued. I understand that any misrepresentation in this application will be grounds for the revocation of the application or the Certificate of Occupancy.

OWNER'S SIGNATURE DATE

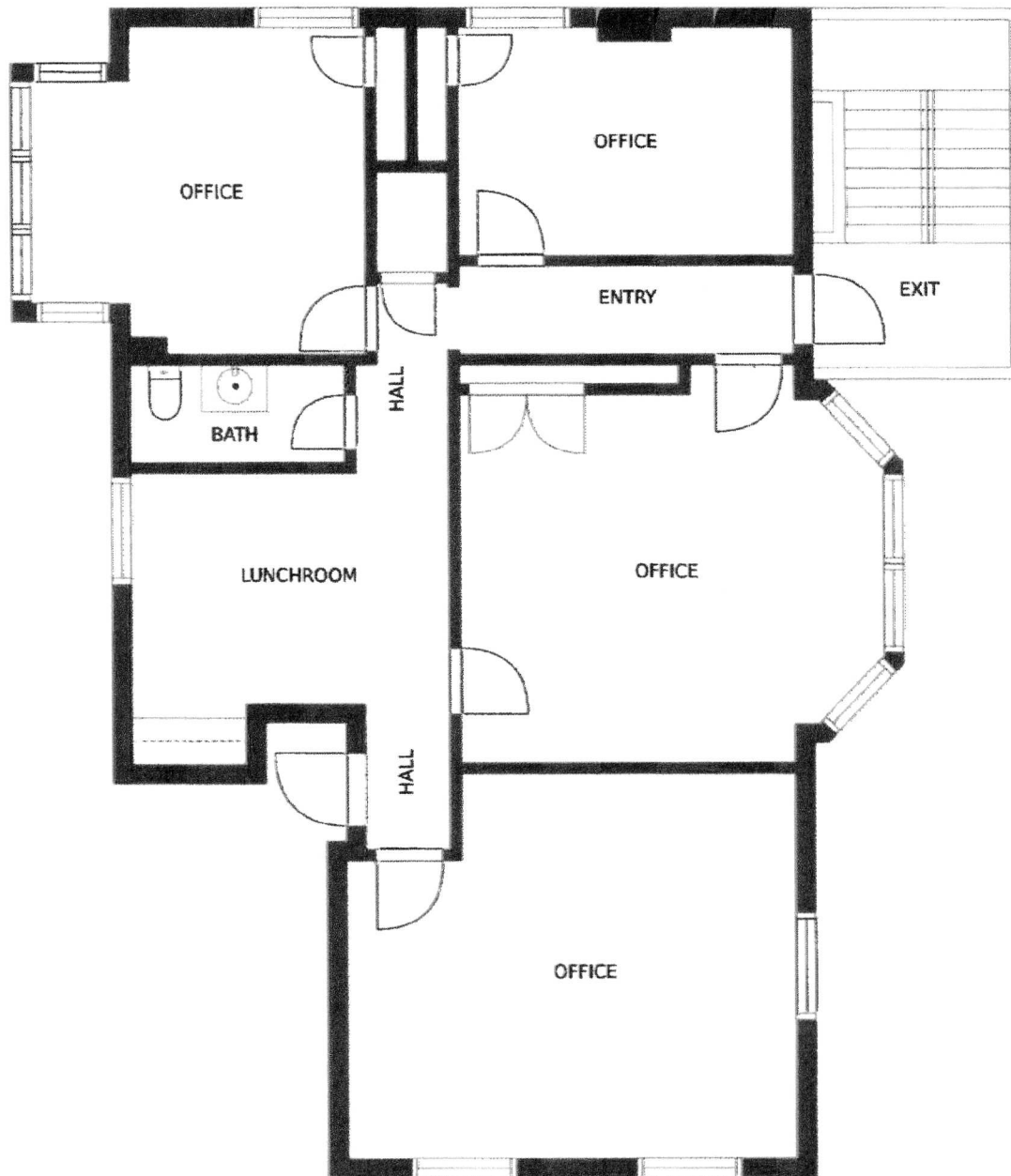
I hereby certify that this application is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her agent.
AGENT'S SIGNATURE: John Mancini DATE: 11/11/2022

Exhibit “C”



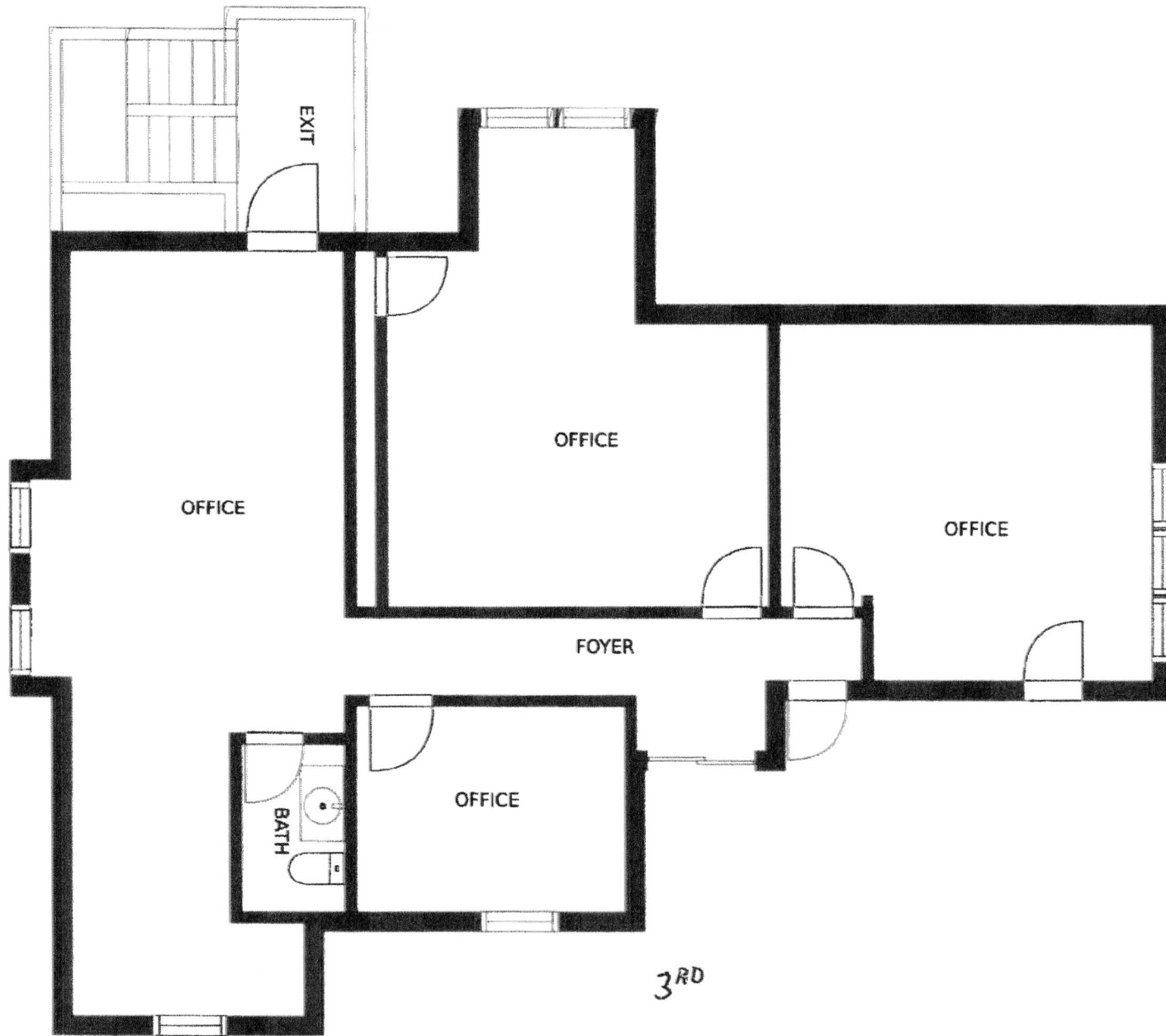
1ST

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



2ND

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

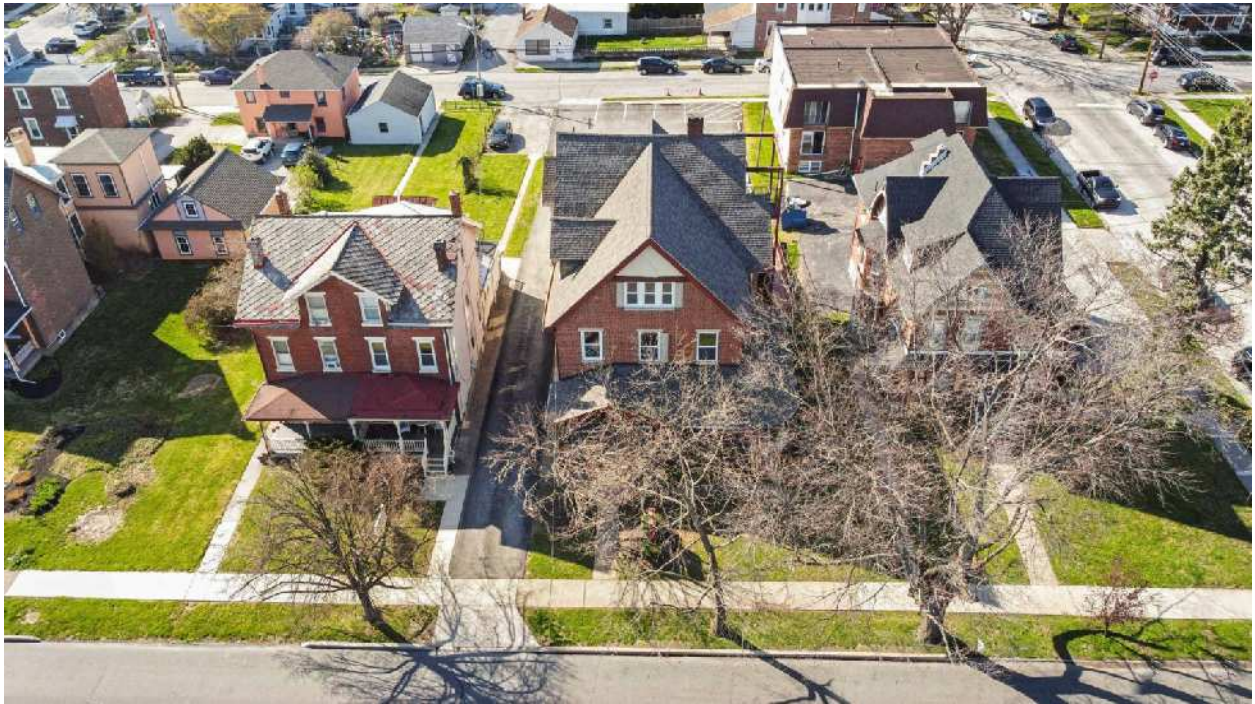


SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY

Photographs – 922 Fayette Street



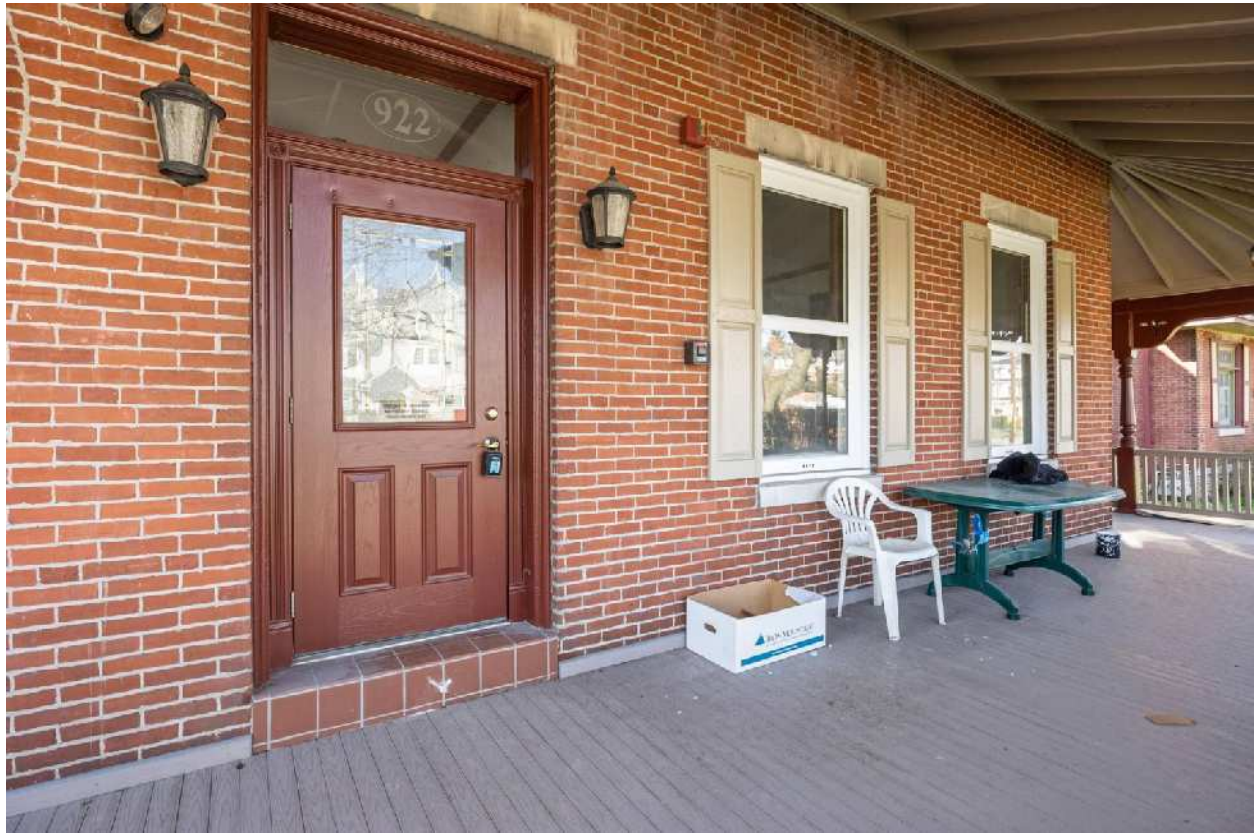




















BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

MEMORANDUM

Stephanie Cecco
Borough Manager

Date: November 30, 2022
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 922 Fayette Street – Zoning Determination

History of the Site:

922 Fayette Street is an existing multi-use commercial property, comprised of a 3-story Victorian style building. The property contains an off-street parking lot located to the rear of the site off of Forrest Street. The building was previously occupied by an engineering consultant firm. Prior to the engineering consulting firm, the property was utilized as a doctor's office on the first floor and residential tenants on the second and third floors. The property is located within the R-O – Residential Office zoning district.

Current Request:

The Applicant, Omlie, LLC, proposes to occupy the entire property as a business management consulting firm. Omlie, LLC has eleven (11) total employees that are fully remote and attendance at the office is optional. The Applicant's proposed business hours is Monday through Friday, 9 AM to 5 PM.

Zoning Determination:

Per 27-1203.8 – Conditional Uses, the proposed business management consulting use is considered an other use of similar intensity and scale as a professional office for the practice of medicine, law, engineering, architecture, or design, real estate, insurance, financial consultation which is permitted by Conditional Use under Section 27-1003.1, and which does not specifically fit the type of professional office uses as listed under this code Section.

When evaluating the Conditional Use request, Council should consider the standards outlined in Code Section 27-1204 as follows:

- requiring that the primary façade of the building must front on Fayette Street;
- the use must preserve and maintain existing building façade and front porch in a manner that is consistent with the existing Victorian/early 20th century character of this section of Fayette Street;
- preserve the front yard as a landscaped open space with the type traditionally found in the Upper Fayette Street area (shade trees, foundation plantings, grass, etc.);
- no off-street parking spaces are permitted in the front of the building;

- and refuse areas shall be screened from the view of adjacent streets or residential districts by a landscape screen buffer and/or an opaque fence.

Borough of Conshohocken Authority
2022 H2O Grant Application
Summary of Project

The Borough of Conshohocken Authority will be applying for an H2O Grant in the amount of \$2,863,412 dollars for the necessary upgrades to the electrical system at the WWTP. The BCA retained a third party electrical engineering firm (Keystone Engineering Group) to perform a risk assessment and evaluation of the electrical equipment at the WWTP. This included bringing in a specialty contractor (CE Powers) to perform an inspection of the switchgear which provides the necessary second source of electrical power in the case of a failure of the primary source of electrical power to the WWTP.

As a result of the inspection of all of the electrical equipment, Keystone Engineering Group prepared a report outlining the necessary repairs and upgrades to the electrical equipment. Many of the main electrical components at the end of their useful life and need to be replaced. There is a concern about the ability to get replacement components for the electrical equipment that is now over thirty years old. The nature of the operation of a WWTP requires that all electrical equipment be operating 24/7/365 and that replacement components be readily available in hours and not weeks.

The scope of the project is to rehabilitate and replace the switchgear which provides electrical power to the WWTP. We need two sources of power since the WWTP is too large to utilize an emergency generator for back up power. If the switchgear does not work and we lose out primary source of power then the WWTP can not operate. The scope of work also includes the replacement of underground wiring that has been exposed to groundwater for many years and could short out due to the breakdown of the insulation around wires due to age. The Motor Control Centers are also at the end of their design life and need to be replaced.

While the WWTP has been well maintained, this work is due to the fact of the age of the WWTP and that the equipment is now at the end of its useful life and replacement components are no longer being manufactured.

December 8, 2022

Mr. Brent Wagner
Borough of Conshohocken Authority
601 Elm Street
Conshohocken, PA 19428

Subject: H2O PA Grant Application – WWTP Electrical Upgrades
Re: Consistency Confirmation

Dear Mr. Wagner,

The Borough of Conshohocken Planning Commission understands that the Borough of Conshohocken Authority (BCA) is submitting a grant application under the COVID-19 ARPA H2O PA Grant Program for the construction, engineering, design, permitting, and construction inspection associated with the electrical upgrades to the Borough of Conshohocken Authority WWTP.

The goal of this project is to replace the existing electrical switch gear and other main electrical components of the Borough of Conshohocken WWTP that are at the end of their design life and need to be replaced in order to provide a reliable and dependable source of electrical power for the operation of the WWTP. The electrical upgrades are required to ensure that emergency power through a second source of power is provided to the WWTP and that the major electrical components will be able to provide the necessary power to the treatment equipment.

The Planning Commission notes that the project is consistent with the Zoning Ordinance, Subdivision and Land Development Ordinance and Borough of Conshohocken Comprehensive Plan and its goals. The Planning Commission is also very supportive of the Authority seeking a grant which will benefit all of Conshohocken Borough.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Elizabeth MacNeal, Chair
Borough of Conshohocken Planning Commission